



## SELECT BOARD CALENDAR 11/01/2022 | HYBRID MEETING

**SELECT BOARD HEARING ROOM, 6<sup>TH</sup> FLOOR, BROOKLINE TOWN HALL OR VIA ZOOM**

- Heather A. Hamilton – Chair
- John VanScoyoc – Vice Chair
- Bernard W. Greene
- Miriam Aschkenasy
- Michael Sandman
- Charles Carey – Town Administrator

Please click this URL to Register & Find the Information to Join as an Attendee via your Confirmation Email:

[https://brooklinema.zoomgov.com/webinar/register/WN\\_NqH5dF5US5mwBKpBgh3Tew](https://brooklinema.zoomgov.com/webinar/register/WN_NqH5dF5US5mwBKpBgh3Tew)

To Join by Phone: 1 646 828 7666

Webinar ID: 160 643 5921

To Watch and Comment:  
BrooklineInteractive.org/live

### 1. OPEN SESSION

**6:00 PM Question of entering into executive session for the reason in item 2.**

### 2. EXECUTIVE SESSION - COLLECTIVE BARGAINING

**For the purpose of discussing strategy related to collective bargaining with the Brookline Engineering Division Associates and AFSCME – School Traffic Supervisors.**

### 3. ANNOUNCEMENTS/UPDATES

**6:30 PM Select Board to announce recent and/or upcoming Events of Community Interest.**

### 4. PUBLIC COMMENT

**Public Comment period for residents who requested to speak to the Board regarding Town issues not on the Calendar.**

*Up to fifteen minutes for public comment shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at [kmacgillivray@brooklinema.gov](mailto:kmacgillivray@brooklinema.gov). The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>*

### 5. MISCELLANEOUS

**Approval of miscellaneous items, licenses, vouchers, and contracts.**

**5.A. Question of approving the authorization to hire request for the following position in the Program Division of the Recreation Department:**

**Recreation Leader (GN-7)**

- 5.B. Question of approving the authorization to hire request for the following position in the Parks and Open Space Division of the Department of Public Works:**
- Senior Landscape Planning / Architect (T-12)**
- 5.C. Question of approving the authorization to hire request for the following position in the Town Clerk's Office:**
- Principal Clerk (C-07)**
- 5.D. Question of accepting a rebate check from MassSave, an energy solutions implemented program, for the installation of Variable Frequency Drives on the three heating pumps in the boiler room at the Baker School in the amount of \$7,800.**
- 5.E. Question of approving the following appropriation transfer request within the budget of the Town Clerk:  
\$22,000 from 16201610 510101 Permanent Full Time to 16201630 531012 Elections Office Supplies**
- 5.F. Question of approving a Temporary All Alcohol Beverages Non-Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. for a Jack & Jill Baby Shower to be held on November 5, 2022 from 4pm-11pm at 162 Goddard Ave. 100-120 people expected to attend.**
- 6. CALENDAR  
Review and potential vote on Calendar Items**
- 7. WARRANT ARTICLES PUBLIC HEARING**
- 6:45 PM Review and possible vote on the following Warrant Articles for the 2022 Special Town Meeting:**
- Warrant Article 2 - Collective Bargaining**
- 8. GRANT OF LOCATION BEACON STREET - PUBLIC HEARING**
- 7:00 PM Question of approving the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Beacon Street for the purpose of system reliability and capital improvements in the area.**
- New conduit in Beacon Street is proposed in front of 1038 Beacon Street from an existing manhole into the roadway gutter (MH#21247) 15 feet northerly to another existing manhole into the sidewalk (MH#17811).**

9. **GRANT OF LOCATION FISHER AVENUE - PUBLIC HEARING**

**7:00 PM** Question of approving a petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Fisher Avenue to provide a new underground service to power #123-133 Fisher Avenue.

New Conduit in Fisher Avenue is proposed to run northeasterly from Pole 161/12, approximately 302' northwest of Olmsted Road at a distance of about 48 feet to private property at #123-#133 Fisher Avenue.

10. **GRANT OF LOCATION ST. MARY'S STREET - PUBLIC HEARING**

**7:00 PM** Question of approving the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in St. Mary's Street, Euston Street, and Ivy Street for capital improvements and system reliability.

11. **GRANT OF LOCATION WARRENT STREET - PUBLIC HEARING**

**7:00 PM** Question of approving the petition of NStar Electric d/b/a Eversource Energy to install underground conduit in Warren Street to provide electric service to #126-130 Warrant Street. New conduit in Warren Street is proposed to run southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warrant Street.

12. **ALL ALCOHOL LICENSE TRANSFER, COMMON VICTUALLER, ALTERNATE MANAGER, ENTERTAINMENT PUBLIC HEARING**

**7:15 PM** Question of approving the application for a transfer of an All Alcohol Beverages Restaurant License from Northsiders, LLC. d/b/a Sunset Cantina to Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Proposed manager will be Catarina Chang. The proposed seating is 223 seats inside dining, 26 seats inside bar and 40 seats for private patio outdoor dining. Proposed Operating Hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am and proposed Alcoholic beverage service hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am.

Question of approving the application a Common Victualler License for Sunset Group LLC. d/b/a Sunset Cantina at 916

**Commonwealth Ave Brookline, MA. Proposed manager will be Catarina Chang. The proposed seating is 223 seats inside dining, 26 seats inside bar and 40 seats for private patio outdoor dining. Proposed Operating Hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am.**

**Question of approving the application an Alternate Manager, Jason Baustina , for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA**

**Question of approving the application an Entertainment for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Entertainment consists of Radio, Recorded music, Juke Box, Television, Dancing, Instrumental Music and Vocal music.**

**13.**

### **WARRANT ARTICLES**

**Further review and possible vote on the following Warrant Articles for the 2022 Special Town Meeting:**

**Warrant Article 9 - Amend Article 7.7 of the Town’s General By-Laws to strengthen and increase enforcement of by-law providing for removal of snow and ice**

**Warrant Article 13 - Amend Section 5.09 of the Town’s Zoning By-Law to require design review after the expiration of a stay of demolition**

**Warrant Article 31 - Amend Article 3.14 of the Town’s General By-Laws to revise the discrimination complaint process.**

**Warrant Article 41 - Resolution regarding an affordable housing overlay district (AHOD) study committee**

**STM 2 - Warrant Article 3 - Budget Amendment Code Enforcement**

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE:** Recreation Leader Grade: GN-7
2. Department: Recreation Division: Programs
3. Position Control #: 630000018 Prior Incumbent: JoshCooke

a. Reason for Leaving: Furloughed/laidoff/returned to Rec as Camp Rec Leader

4. Budgetary Information: 6326 SLO4  
6330 SLO4  
 Department Code:      Budget Code: 510101 % 50%/50%

☐ Grant Funded-Name of Grant:                                      ☒ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: 40 ☐ Part-Time: # of hours/week:             

☐ Permanent ☐ Temporary: expected end date (required)      /      /     

7. Method of Fill:

☒ Promotion – To be Posted Internally from: 1 wk      /      /      to      /      /     

☐ New Hire ☒ Transfer – Please explain: Josh Cooke wants to apply for this position

8. List the top three essential functions of this position:

1. Responsible to Run 55+ programs
2. Responsible to run Vendor Programs for the Department
3. Responsible to curate, coordinate, plan and execute Brookline Day and other dept. event:

9. I have considered the following alternatives to filling this position:

\_\_\_\_\_  
 \_\_\_\_\_

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

n/a

\_\_\_\_\_  
 \_\_\_\_\_

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:

*Leigh Jackson*

Date:

*10/26/22*

Human Resources Director:

Date:

Town Administrator:

Date:

14. Approvals:

Date on BOS Agenda:

Date Approved:

15. Notes:

## 5.A.

### RECREATION LEADER

Grade GN-7

#### PRIMARY PURPOSE

Recreation and program delivery work relating to the development and provision of a wide range of recreation programs; other related work, as required.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES

*The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Participate in the development, planning, coordination and implementation of a variety of recreation, leisure, athletic and educational programs; serve as a specialist and a leader for certain program areas.

Act as program coordinator for a variety of programs and oversee and coordinate programs, such as Summer Camp, Recreation Activities for Teens (R.A.F.T), Teen Skiing; Health and Wellness programs and Vendor led programs; organize, set up programs and publicize events and trips; organize registration;

Responsible for summer camp licensing, manual and policy updates, conducts summer camp staff training and training related to additional programs

Perform similar or related work as required, or as situation dictates.

#### SUPERVISION

Works under the general direction of the Assistant Director of Recreation, following department policies and appropriate professional standards; the employee operates independently in conducting programs.

#### SUPERVISORY RESPONSIBILITIES

May supervise full-time assistant recreation leaders and part-time employees and volunteers.

#### WORK ENVIRONMENT

Administrative work is performed in office conditions; field work is performed outside; some programs are conducted in buildings shared with the School Department. The employee may be exposed to some unpleasant seasonal weather conditions. The workload is subject to seasonal changes and requires planning; the employee works weekends and evenings.

The employee operates standard office equipment, medical equipment, hand tools and an automobile.

The employee has contact with the general public, other town agencies, and outside agencies to plan events.

Errors could result in monetary loss, personal injury or injury to others, or delay or

Brookline, Massachusetts  
Recreation Leader - Recreation Department

## 5.A.

loss of service.

### RECOMMENDED MINIMUM QUALIFICATIONS

#### EDUCATION AND EXPERIENCE

Bachelor's Degree in leisure services, physical education, or a related field; three to five years of recreation experience; experience in program development and delivery; supervisory experience desirable; or an equivalent combination of education and experience. Preference for 3 years of summer camp management.

#### ADDITIONAL REQUIREMENTS

Valid Massachusetts Driver's License, Class D  
Certification in CPR and First Aid

#### KNOWLEDGE, ABILITY AND SKILL

Knowledge of recreation principles and practices, rules of sports games and dimensions of fields and courts, program planning, public relations and customer service.

Ability to organize and supervise part-time employees successfully, develop and organize recreation programs for all segments of the community, promote activities, coordinate efforts with other town departments, and communicate effectively.

Organization, communication, and computer skills.

Master level ability to plan, prepare, think strategically, be creative, solve problems, multi-task, and exhibit a positive attitude and true commitment to teamwork

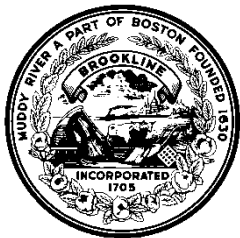
#### PHYSICAL REQUIREMENTS

Minimal physical effort is required when performing office work; moderate to strenuous physical effort is required to perform field work. The employee is frequently required to stand, walk, speak and hear, sit, stoop, kneel, and may be required to lift up to 30 pounds. Vision requirements include the ability to read routine and technical documents, use a computer and operate a motor vehicle.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

Brookline, Massachusetts  
Recreation Leader - Recreation Department

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**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**

*Erin Chute Gallentine*  
*Commissioner*

## **Memorandum**

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To: Select Board  
From: Erin Gallentine, Commissioner of Public Works  
Date: October 28, 2022  
Re: **Authorization to Hire**  
Cc: Melvin Kleckner, Town Administrator  
Melissa Goff, Deputy Town Administrator  
Ann Hess Braga, Director of Human Resources  
Alexandra Vecchio, Director of Parks and Open Space

For your meeting on November 1, 2022, I respectfully submit for your review and approval, request for authorization to hire the following position within the Department of Public Works:

**Parks and Open Space Division**  
Senior Landscape Architect and Planning – T12

### **Authorization to Hire**

The Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request form and associated position description. The Senior Landscape Architect and Planner position is critical to the design, development and construction services of the Department of Public Works. The position is responsible to manage and perform professional level landscape and park planning, design and development work; oversee and inspect park construction projects; provide information and assistance to the public on parks and open space related matters; manage public park and open space design review and town site plan review processes. The position supervises a full-time and part-time landscape architect/planner, oversees multiple contracts and performs technical research and review.

Please see attached position description for more information.



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

1. Position **TITLE**: \_\_\_\_\_ Grade: \_\_\_\_\_

2. Department: \_\_\_\_\_ Division: \_\_\_\_\_

3. Position Control #: \_\_\_\_\_ Prior Incumbent: \_\_\_\_\_

a. Reason for Leaving: \_\_\_\_\_

4. Budgetary Information:

Department Code: \_\_\_\_ Budget Code: \_\_\_\_\_ % \_\_\_\_\_

☐ Grant Funded-Name of Grant: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: \_\_\_\_\_ ☐ Part-Time: # of hours/week: \_\_\_\_\_

☐ Permanent ☐ Temporary: expected end date (required) \_\_\_\_/\_\_\_\_/\_\_\_\_

7. Method of Fill:

☐ Promotion – To be Posted Internally from: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

☐ New Hire ☐ Transfer – Please explain: \_\_\_\_\_

8. List the top three essential functions of this position:

1. \_\_\_\_\_

–

2. \_\_\_\_\_

–

3. \_\_\_\_\_

–

9. I have considered the following alternatives to filling this position:

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10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

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Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

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12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	<u>10/28/22</u>
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:

**SENIOR LANDSCAPE PLANNER AND ARCHITECT****T-12****Position Purpose:**

A senior supervisory position to manage and perform professional level landscape and park planning, design and development work; oversee and inspect park construction projects; provide information and assistance to the public on parks and open space related matters; manage public park and open space design review and town site plan review processes. This work requires the application of excellent written, drafting, and analytical skills, public presentation skills, technical and computer competency, interdepartmental coordination, knowledge and compliance with state, federal and local codes, laws and standards and other subjects related to landscape architecture, urban planning, engineering, project management and construction; all other related work as required.

**Supervision:**

*Supervision Scope:* Directs and supervises full and part-time design and engineering staff and contractors in the performance of their work. Exercises considerable independent judgment in rendering professional advice to Town boards, commissions, departments, civic organizations and the general public.

*Supervision Received:* Work is performed under the general direction of the Director – Parks and Open Space Division, and in accordance with state and local laws and regulations. Employee generally establishes own work plan and completes work in accordance with established departmental policies and standards; only unusual cases are referred to supervisor.

*Supervision Given:* Exercises direct supervision over landscape architects/planners/designers, engineers, consultants, contractors, student interns and other staff as assigned, checking work for accuracy and completeness.

**Job Environment:**

Some work is performed under typical quiet office conditions. Some work takes place outdoors and under variable weather conditions in order to supervise construction and conduct site inspections. Landscape construction oversight often involves working on wet or slippery slopes.

Regularly operates automobile, computer, telephone, digital camera, large-document copier, and all other standard office machines.

Makes regular contacts with other DPW Divisions, Town Departments, School Department, Boards and Commissions, State, Federal and Local agencies, contractors, consultants, and the general public. Contact is by telephone, in writing, through personal meetings, and meetings with groups and requires excellent negotiation/communication skills, and resourcefulness.

Has access to department-related discretionary information.

Errors could result in the loss of department services, impact public health and safety, and have financial/legal repercussions.

*Town of Brookline, MA  
Landscape Planner and Architect*

## 5.B.

### **Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Supervises, schedules and manages full and part-time landscape architects, planners, project managers and consultants. Manages project planning, staff scheduling and program budget development.

Manages landscape planning, design, review, construction documents and technical specifications for parks, playgrounds, town grounds, school grounds, conservation areas, the public way, special projects and various other areas as assigned. Coordinates and oversees scope, schedule and budget of multiple projects; sets design, safety and accessibility priorities and maintains accurate progress records as appropriate.

Responsible for management and development of approximately six to eight significant projects, monitoring design, construction and public participation.

Supervises the development of department wide standards, specifications and mechanisms for quality control.

Manages and delivers conceptual design development through final design and engineering bid documents for site layout and materials, grading, surface drainage, site improvements and features (including paving, curbs, walls, stairs, site furniture and structures, play equipment and fields, fencing and gates, lighting, water features, art and monuments), planting, planting soils, detail design, and maintenance period.

Responsible to successfully manage the public design review process by scheduling and leading public meetings, fulfilling meeting notification requirements, developing clear, effective and professional designs and associated presentation materials, responding to public inquiry and supporting respective boards, commissions, committees, the public, and staff as needed.

Obtains necessary agency approvals and permits, including completing application forms, generating supporting materials, and making presentations.

Coordinates proposed improvements with multiple town departments and divisions. Analyzes sites; defines program elements; prepares designs and detailed construction drawings/documents, technical specifications, schedules and cost estimates for bidding, construction, installation, and maintenance. Manages public bid process and contract management process. Where design consultants are used, defines the consultant's scope of services, and oversees all aspects of contracts and budget management.

*Town of Brookline, MA  
Senior Landscape Planner and Architect*

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## 5.B.

Manages construction contracts, including formulating and tracking schedules, reviewing drawings and submittals, reviewing change orders, and approving payments. Selects plants prior to delivery. Oversees the contractor's work on-site, including checking the delivery of materials, layout and grading, and installation methods. Supervises the on-site placement of plants.

Oversees maintenance efforts required of the contractor. Documents the construction process in writing and through photography. Where appropriate, provides as-built drawings of the construction.

Conducts surveys and prepares studies and reports regarding anticipated park and open space needs, and coordinates with other departments concerned with long-range planning.

Serves as a liaison with other departments and agencies with respect to projects assigned.

Participates as interdisciplinary/departmental team member to provide expertise in the areas of visual quality, environmental impact, vegetation, landscape plans, etc.

Participates and provides information to community groups and citizens in the coordination of projects from design through implementation. Offers technical advice to citizens regarding landscape architectural issues. Undertakes efforts in education, outreach, and interpretation regarding public open space and natural systems.

Researches standards, methods, and materials relative to landscape architectural issues. Keeps abreast of changes in the profession.

Prepares grants and explores sources for other project/program funding opportunities.

Forecasts and plans for future parks and open space landscape needs. Responsible for managing long term planning efforts to assist with community visioning, budget planning and resource management.

Supports other Town departments and divisions with regard to landscape planning and design.

Maintains a variety of computer and hard copy files on assigned projects; report project status to appropriate authority.

Performs similar or related work as required, directed or as situation dictates.

### **Recommended Minimum Qualifications:**

#### **Education, Training and Experience:**

Undergraduate and/or Master's degree in landscape architecture and ten years of experience in performing professional landscape architectural work which includes the planning, design, and construction of significant and complex parks and open space projects. Professional experience must include supervising landscape design, engineering and support staff. Experience in project

*Town of Brookline, MA  
Landscape Planner and Architect*

## 5.B.

coordination of Capital Improvement Projects is desirable; or any combination of education, training and experience that would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

### Special Requirements:

Possession of a Massachusetts Class D driver's license.

Registration as a professional Landscape Architect in the Commonwealth of Massachusetts.

### Knowledge, Ability and Skill:

*Knowledge:* Knowledge of current principles and practices of landscape architecture as they relate to design, site development and maintenance with particular emphasis in development of parks and open space. Knowledge of project management as it relates to managing, supervising and coordinating consultant services for park facility planning, design, and construction. Knowledge of grading, drainage, planting, irrigation, lighting and types and uses of materials in landscape design and construction. Knowledge of the principles and practices of supervision and maintaining effective working relationships. Knowledge of proper general estimating procedures. Understanding of the public bidding process. Familiarity with applicable laws, codes, and standards (e.g., ADA, safety standards for playground equipment). Knowledge of current reprographic methods. Awareness of and participation in the larger design community.

*Ability:* Ability to prepare detailed landscape master plans, profiles, sketches and color renderings. Ability to effectively interpret, analyze and evaluate consultant performance and data for conformance with project programs, goals, and objectives. Ability to work alongside contractors in the field overseeing their operations, including giving clear direction and keeping up with the pace of construction. Ability to manage multiple tasks, determine priorities and evaluate resources. Ability to prepare landscape architectural research and prepare technical documents. Ability to communicate effectively both orally and in writing with individuals and groups regarding complex or sensitive issues or regulations. Ability to establish and maintain effective working relations with town staff, elected officials, outside agencies and the community.

*Skill:* Graphic skills needed for public presentations and drafting skills for construction drawings. Verbal and written skills for public and technical communications. Computer skills for word-processing, spreadsheets, AutoCAD, Adobe InDesign and Illustrator, SketchUp, ArcGIS, PowerPoint and other related computer programs that are critical in the development and execution of effective graphic presentations.

### Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.* Essential functions require maintaining physical condition necessary for sitting, standing, and walking for prolonged periods of time; significant portion of shift is spent traversing uneven terrain. Ability to communicate effectively with diverse audiences, including the public and Town personnel at all levels. Incumbent must have excellent eyesight and hearing and the ability to distinguish colors. Ability to use standard office equipment, including a personal computer, at a moderate skill level.

*Town of Brookline, MA*

*Senior Landscape Planner and Architect*

## 5.B.

Operates objects, tools, or controls; picks up paper, files, and other common office objects; may occasionally lift and/or move objects weighing up to 30 pounds such as books, equipment, supplies, etc.

*(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)*



# Town of Brookline

## Massachusetts

### Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** Principal Clerk **Grade:** C-07

2. **Department:** Town Clerk **Division:** \_\_\_\_\_

3. **Position Control #:** 162000004 **Prior Incumbent:** F. Jimenez

a. Reason for Leaving: ☐ Resignation ☐ Retirement ☒ Other: Promotion

**4. Budgetary Information:**

Department Code: C A Budget Code: 16201630 510101 % 100

☐ Grant Funded-Name: \_\_\_\_\_ ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: ☐ 37 ☒ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: \_\_\_\_\_

**6. Position Information:**

Summarize the primary function of this position.

Administrative, customer service and supervisory duties assisting with the operations of the Town Clerk

Assists with election work and vital records

**7. I have considered the following alternatives to filling this position:**

There are no acceptable alternatives to filling this essential position.

**11. Suggested sources for specialized recruitment advertising:**

**13. Signatures:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: Leslea Noble Digitally signed by Leslea Noble  
DN: cn=Leslea Noble, o=Town of Brookline,  
ou=HR, email=lnoble@brookline.ma.gov, c=US  
Date: 2022.10.19 09:06:38 -04'00' Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**14. Approvals:**



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Charles A. Simmons  
Director of Public Buildings

October 18, 2022

TO: Select Board

FROM: Charles A. Simmons, Director of Public Buildings *CAS*

SUBJECT: Rebate Check – MASS SAVE

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The Building Department received a rebate check from MASS SAVE, An Energy Solutions Implemented Program, in the amount of \$7,800.

This rebate was for the installation of Variable Frequency Drive's (VFD's) on the three heating pumps in the boiler room at the Baker School. The purpose is to reduce our carbon footprint and be more energy efficient by slowing down the speed of the heating pumps to only the heating load that is needed versus operating at 100% capacity all the time.

I would like to request that you please vote to approve acceptance of this rebate. The funds will be deposited into a rebate account.

Please let me know if you have any questions.

Thank you.

cc: Melissa Goff, Deputy Town Administrator  
Mark Sacco, Energy Systems Manager  
Joan Tolson, Bookkeeper  
Thomas Barrasso, Sustainability Director

Attachment

333 Washington Street, Brookline, Massachusetts 02445  
Tel: (617) 730-2420 Fax: (617) 739-7542  
Email – csimmons@brooklinema.gov

5.D.

NSTAR ELECTRIC -EAST - DISTRIB DBA EVERSOURCE ENER

Bank of America

Higher Standards

159005

51-44  
119 CT

DATE

10/03/2022

PAY Seven Thousand Eight Hundred Dollars &amp; 00/100 US Dollars

USD: \$7,800.00

TO THE TOWN OF BROOKLINE  
 ORDER OF ATTN MARK SACCO  
 333 WASHINGTON ST-BUILDING DEP  
 BROOKLINE, MA 02445, UNITED STATES

*John M. Morison*  
 Authorized Signature

⑈0000159005⑈ ⑆011900445⑆ 002240072730⑈

NSTAR ELECTRIC -EAST - DISTRIB DBA EVERSOURCE ENER  
 PO BOX 5017, HARTFORD, CT 06102-5017

159005  
 Date:09/30/2022

BROOKLIN-004

INVOICE DATE	INVOICE No	PO#	DISC AMT	CURR	PAYMENT AMT
09/28/2022	PB-102849		\$	USD	\$7,800.00
Pymt Comments: MA22P01355006-001 (Brookline Baker School VSD Project) \$7,800.00.					

Total: \$7,800.00

000501



## 5.E.

Date: October 25, 2022

From: Ben Kaufman, Town Clerk

To: Heather Hamilton, Select Board Chair

To: Chas Carey, Town Administrator

Re: Appropriations Transfer

Chair Hamilton,

This memo is intended to provide information related to a request for appropriation transfer submitted by the Town Clerk's office.

The current FY23 budget was drafted and passed by Town Meeting prior to many changes in Election Laws. The passage of the VOTES Act in the Summer of 2022 has dramatically increased the workload done by the Town Clerk's office. This increase in workload, as well as inflation pressures and a consistent under-requesting of funds for Town Clerk elections by the former Town Clerk, means that the Town Clerk's elections budget is severely under-funded.

The longer-term plan to ensure proper Elections funding is currently being discussed by the Town Clerk and the Town Administrators office. In the meantime, there are outstanding bills that must be paid by the Town Clerk to administer the November State election, and the Annual Town election. These costs are mostly attributed to two changes in the VOTES Act:

1. Vote by Mail has been made permanent, dramatically increasing the usage of mailed ballots. The Town Clerk's office experienced a 700% increase in mailed ballot requests between the 2018 State Primary Election and the 2022 State Primary Election. The Town Clerk's office has already mailed over 12,000 ballots for the November election. Processing ballots, mailing them out, and receiving them back requires considerable time and resources, including funds to: purchase necessary supplies to mail ballots, pay overtime for Town Clerk staff and other employees who work nights and weekends to process ballots, and providing meals to staff working extensive overtime to process ballots.
2. In-person Early Voting has been expanded. Previously, In-person Early Voting was offered for one week during the November elections. In-person Early Voting must now be offered for two weeks during the November elections, as well as for one week during State Primary elections. Additionally, the Select Board may vote to offer In-person Early Voting during Town elections. In-person Early Voting increases elections costs, including: Paying staff overtime to staff the office during weekend Early Voting, costs to pay poll workers to work Early Voting, and costs to provide lunch to poll workers during Early Voting.

The Town Clerk's office has salary savings available to fund some of these increased costs. Due to the urgent need for funding in order to pay outstanding bills for the upcoming election, I am requesting the re-appropriation of \$22,000 to fund Elections supplies and meals for the State General election and the Annual Town election.

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

DATE: 10/25/2022

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Office of the Town Clerk

Department Name

	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	16201610	Public Records	510101	Perm. Full-Time	\$22,000
TO:	16201630	Elections	531012	Office Supplies	\$22,000
FROM:					
TO:					
FROM:					
TO:					
FROM:					
TO:					
FROM:					
TO:					


  
DEPARTMENT HEAD

**NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:**

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

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 BOARD OF SELECTMEN

### **One Day Temporary Alcohol license**

Applicant: Fay Andreadis  
DBA: Hellenic Association of Boston  
Location: 162 Goddard Ave

### **Application Details:**

A Temporary All Alcohol Beverages Non-Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. for a Jack & Jill Baby Shower to be held on November 5, 2022 from 4pm-11pm at 162 Goddard Ave. 100-120 people expected to attend.

### **Report:**

Police Department (Pending)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police

FROM: Charles Carey, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: October 19, 2022

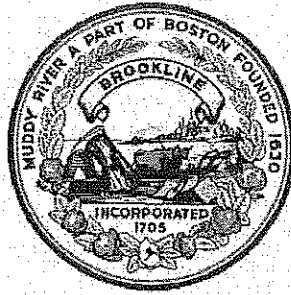
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May we please have a report on the attached request for:

A Temporary **All Alcohol** Beverages Non-Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. for a Jack & Jill Baby Shower to be held on November 5, 2022 from 4pm-11pm at 162 Goddard Ave. 100-120 people expected to attend.

This application is scheduled to go before the Board on **November 1, 2022**. May we please have the reports no later than **October 28, 2022**.

Thank you.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR A TEMPORARY  
ALCOHOLIC BEVERAGES LICENSE**

ON TOWN PROPERTY Yes ☒ No ☐

WINE & MALT ☐ ALL ALCOHOL (non profit only) ☐

Date: 10/19/22

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the purpose  
of selling and dispensing alcoholic beverages permitted by law at a  
Jack & Jill Baby Shower

(state weather meeting, banquet, concert, picnic, wedding, etc.)

Annunciation GO Cathedral of NE a/k/a Hellenic Assoc of Boston  
which is to be held by \_\_\_\_\_

(Name of Organization)

162 Goddard Ave., Brookline, MA 02445

(Address of Organization)

a non-profit organization, on the 5th day of Nov.

between the hours of 4 pm - 11 pm at the following described place:

Cathedral Center, 162 Goddard Ave. Brookline, MA 02445

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the  
hours of 2:00AM and 8:00AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible  
manager of an organization.

## 5.F.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Fotene Andreadis Address: 687 Heath St, Chestnut Hill MA  
Title: Sec'y Parish Counsel Date of Birth: 10/16/1940  
Telephone number(s) (24-hour contact information): 617-686-9866  
Email address (es): foteneandreadis@aol.com

Complete name and address of officer of the organization applying:

Name: Fotene Andreadis Title: Secy, Parish Council Address: 687 Heath St. Chestnut Hill MA2  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_

1) How many cases or barrels, etc. of alcohol beverages are to be available for sale?  
2 cases beer; 2 cases wine, assort alcohol, ie, scotch, vodka, gin tequilla

2) What is the maximum number of people to attend? 100-120

3) What is the age group of people to attend? 21 & above

4) Are you charging an admission fee? ☐ Yes ☒ No

5) Are you charging for alcoholic beverages? ☒ Yes ☐ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☐ Yes ☒ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages.

Charles Eliopoulos, 15 Blomerth St. Malden, MA; Fotene Andreadis 687 Heath St. CH, MA

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING SO SUCH CERTIFICATION OR TRAINING):

YES, TIP Certified

## 5.F.

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? Check Lisence IDs

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12) Will a police detail or other types of security be provided? ☒ Yes ☐ No

If "yes" what type and how many? one private security guard

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manger identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

(Name)

(Address)

(Date of Birth)

Telephone number(s) (24-hour contact information):

Email Address(es):

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail:

15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): Alcohol will be secured in locked closet. Alcohol will be served at a bar in the Center Hall by certified bar tenders.

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## 5.F.

**Town Property Use:** In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

**Certification:** I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

Fotene Andreadis

Digitally signed by Fotene  
Andreadis  
Date: 2022.10.19 11:26:10 -04'00'

Signature of Responsible Manager

4



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Casualty Insurance Company NAIC # 24074 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> Hellenic Association Of Boston DBA Annunciation Greek Orthodox 162 Goddard Ave Brookline MA 02445		

## COVERAGES

CERTIFICATE NUMBER: 70865553

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	BLS63253300	6/18/2022	6/18/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY: <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		BDO63253300	6/18/2022	6/18/2023	Each Common Cause Limit \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nov. 5th 2022

Annunciation GO Cathedral of NE is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

## CERTIFICATE HOLDER

## CANCELLATION

Annunciation GO Cathedral of NE  
 162 Goddard Ave  
 Brookline MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracey Lynn

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**TIPS** eTIPS On Premise 3.1  
 Issued: 08/31/2021 Expires: 08/31/2024  
 ID#: 5545225

**Charles Pappas**  
 41 Shadow Creek Ln  
 Ashland, MA 01721-3120 USA

**CERTIFIED**

**TIPS** eTIPS Concessions 3.0  
 Issued: 3/18/2020 Expires: 3/18/2023  
 ID#: 5329002

**Charles Eliopoulos**  
 15 Blometh St  
 Malden, MA 02148-1002

For service visit us online at [www.gettips.com](http://www.gettips.com)

**CERTIFIED**

**TIPS** eTIPS On Premise 3.1  
 Issued: 09/28/2021 Expires: 09/28/2024  
 ID#: 5564273

**Robert Badavas**  
 402 Grove St  
 Needham, MA 02492-1010 USA

**CERTIFIED**

**TIPS** eTIPS On Premise 3.1  
 Issued: 08/29/2021 Expires: 08/29/2024  
 ID#: 5543572

**Fotene Andreadis**  
 Annunciation Go Cathedral of NE  
 687 Heath St  
 Chestnut Hill, MA 02467-2143 USA

**CERTIFIED**

**MASSACHUSETTS**  
**DRIVERS LICENSE**

**ANDREADIS**  
**FOTENE**

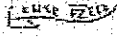
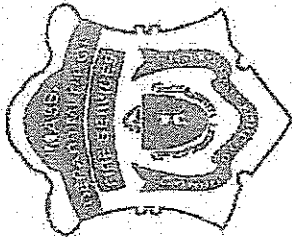
*Govt ID*

# Commonwealth of Massachusetts

Executive Office of Public Safety and Security

Department of Fire Services

Office of the State Fire Marshal



## Certificate of Completion

This certifies that

Andreadis Fotene

Successfully completed the Crowd Manager Training Program  
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: July 13, 2021

Expires: July 13, 2024

Certificate #: 3f0D1hw4dL5bk7Z

Peter Ostroske

State Fire Marshal



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

HELLENIC ASSOCIATION OF BOSTON  
162 GODDARD AVENUE  
BROOKLINE, MA 02445-7414

Date: 03/10/2022  
Employer ID number: 04-2135762  
Person to contact: Name: Diana Davenport  
ID number: 31885  
Telephone: 877-829-5500  
Accounting period ending: December 31  
Public charity status: 170(b)(1)(A)(i)  
Form 990 / 990-EZ / 990-N required: No  
Effective date of exemption: June 16, 2021  
Contribution deductibility: Yes  
Addendum applies: No  
DLN: 26053572001461

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P

ARTICLE 2

SECOND ARTICLE

Submitted by: Human Resources

To see if the Town will raise and appropriate, or appropriate from available funds, a sum or sums of money to fund the cost items in collective bargaining agreements between the Town and various employee unions; fund wage and salary increases for employees not included in the collective bargaining agreements; and amend the Classification and Pay Plans of the Town; or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article is inserted in the Warrant for any Town Meeting when there are unsettled labor contracts. Town Meeting must approve the funding for any collective bargaining agreements.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
October 25, 2022

*Erin Chute Gallentine*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Beacon Street that requires action by your Board.

Eversource has requested the location for system reliability and capital improvements in the area. New conduit in Beacon Street is proposed in front of 1038 Beacon Street from an existing manhole in the roadway gutter (MH#21247) 15 feet northerly to another existing manhole in the sidewalk (MH#17811).

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for November 1, 2022 at approximately 7:00 PM.

Very truly yours,

Erin Gallentine  
Commissioner of Public Works

Enc.

8.A.

**PETITION OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **SELECT BOARD** of the Town of **Brookline**, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault** dated **May 26, 2022**, and filed herewith, under the following public way or ways of said Town:

**Beacon Street - Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit.**

**Work Order #5358551**

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

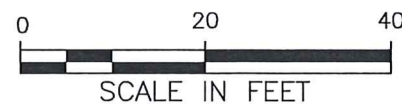
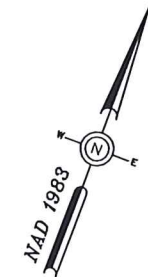
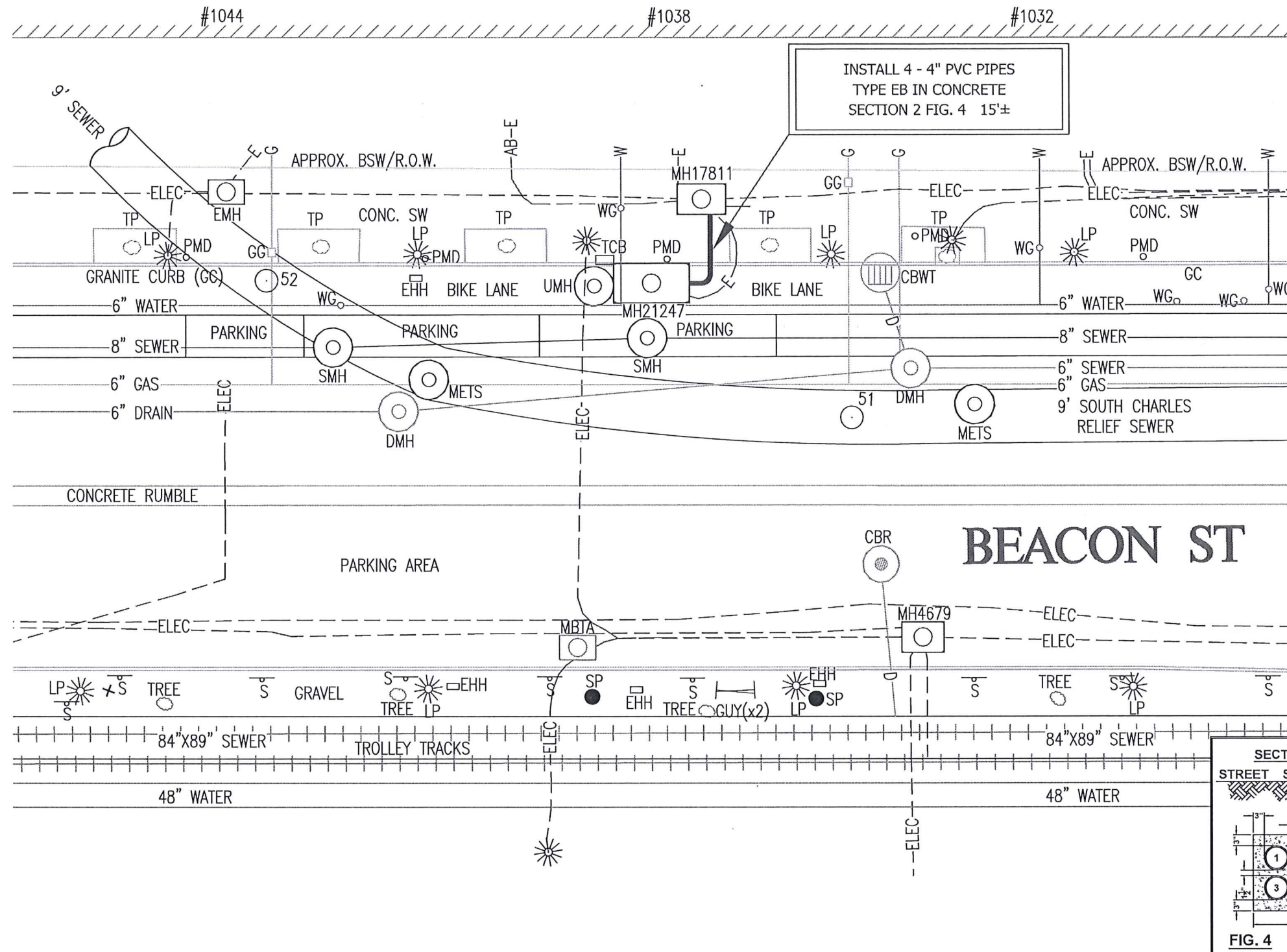
By: *Kelly-Ann Correia*

Kelly-Ann Correia, Supervisor  
Rights and Permits

**5th** day of **October, 2022**

Town of **Brookline**, Massachusetts

Received and filed \_\_\_\_\_



**APPROVED**

*[Signature]*

COMMISSIONER OF PUBLIC WORKS

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

# MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 136-22  
Ward #  
Work Order # 5358551  
Surveyed by: BP/GC  
Research by: JC  
Plotted by: GR  
Proposed Structures: GR  
Approved: T THIBAUT  
P#

**NSTAR EVERSOURCE**  
ELECTRIC  
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of BEACON STREET, BROOKLINE

Showing PROPOSED CONDUIT

Scale 1"=20'

Date MAY 26, 2022

SHEET 1 of 1

8.A.

**Town of Brookline, Massachusetts  
Project Information for Grant of Location Request**

Utility Company NSTAR D/B/A EVERSOURCE ENERGY

Work Order Number #5358551 Petition Date October 06, 2022

Street Extents

1038 Beacon Street, Brookline

Project Description Eversource to Install 15' of 4-4" PVC EB in Concrete from MH21247 to MH17811

as shown on Attached Plan dated May 26, 2022.

Estimated Start Date October 2022 Expected Duration 1-2 Weeks

Days and Hours of Work 7:00AM to 3:30PM Monday thru Friday

Noise By-Law Waiver (required for work between 7PM-7AM) yes ☒ no

Road Closures yes ☒ If yes, describe the location, timing, duration, and whether abutters will have access during road closures. NONE

Parking Restrictions yes ☒ no If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. Will Need to take (6) Metered Parking Spaces

Resident Access Restrictions yes ☒ no If yes, describe the residents affected, and the timing and duration of access restrictions. NONE

Service Interruptions yes ☒ no If yes, describe the customers affected and the timing and duration of service interruptions. NONE

Service Replacements yes ☒ no If yes, describe the customers affected and whether the service replacements are underground or overhead. NONE

## Gas Leak Investigation

Utility requesting Grant of Location: EVERSOURCELocation of investigation: 1038 BEACON STREET - SEE ATTACHED PLANS WITH REVISION DATE 5/26/22Date of investigation: 10/22/22Gas leak within project limits or abutting street (yes/no). If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_



Authorized Nationalgrid Representative

10/22/22

Date

Please return to: Brandon Gentile

Brookline Engineering

333 Washington Street

Brookline, MA 02445

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Beacon Street –** Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit **W.O.# 5358551**

Substantially as shown on a plan made by **T. Thibault** dated **May 26, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

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Select Board

Members of the

Town of Brookline

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

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Select Board

Members of the

Town of Brookline

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Attest: \_\_\_\_\_  
 Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Beacon Street –** Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit **W.O.# 5358551**

Substantially as shown on a plan made by **T. Thibault** dated **May 26, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

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Members of the

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Attest: \_\_\_\_\_  
 Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Beacon Street –** Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit **W.O.# 5358551**

Substantially as shown on a plan made by **T. Thibault** dated **May 26, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
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3 _____	Members of the
4 _____	Town of Brookline
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Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Beacon Street –** Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit **W.O.# 5358551**

Substantially as shown on a plan made by **T. Thibault** dated **May 26, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
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Members of the

Town of Brookline

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Attest: \_\_\_\_\_  
 Clerk of the Town of Brookline, Massachusetts



8.A.  
**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
October 21, 2022

*Erin Chute Gallentine*  
Commissioner

1038 BEACON NAUSET GROUP LLC,  
33 TENNYSON ROAD  
WEST NEWTON, MA 02465

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Beacon Street near your property.

Eversource has requested the location for system reliability and capital improvements in the area. New conduit in Beacon Street is proposed in front of 1038 Beacon Street from an existing manhole in the roadway gutter (MH#21247) 15 feet Northerly to another existing manhole in the sidewalk (MH#17811).

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing.

If you have any questions regarding this hearing, you may contact Brandon Gentile in the Engineering/Transportation Division at 617-730-2691.

Sincerely,

Erin Gallentine  
Commissioner of Public Works

Cc: Town Meeting Members Precinct 1

**TOWN OF BROOKLINE**

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**PUBLIC HEARING**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in the Select Board's Hearing Room, 333 Washington Street, Sixth Floor, Brookline, with remote participation via Zoom on **November 1, 2022 at approximately 7:00 PM** upon the petition of **NStar Electric Company d/b/a Eversource Energy** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public way:

**Beacon Street – Northerly from manhole #21247 to manhole #17811 in front of 1038 Beacon Street, Install approximately 15 feet of conduit.**

Registration information for remote participation via Zoom is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the November 1, 2022 Select Board meeting details. After registering, you will receive a confirmation email containing information about joining the webinar.

**SELECT BOARD**

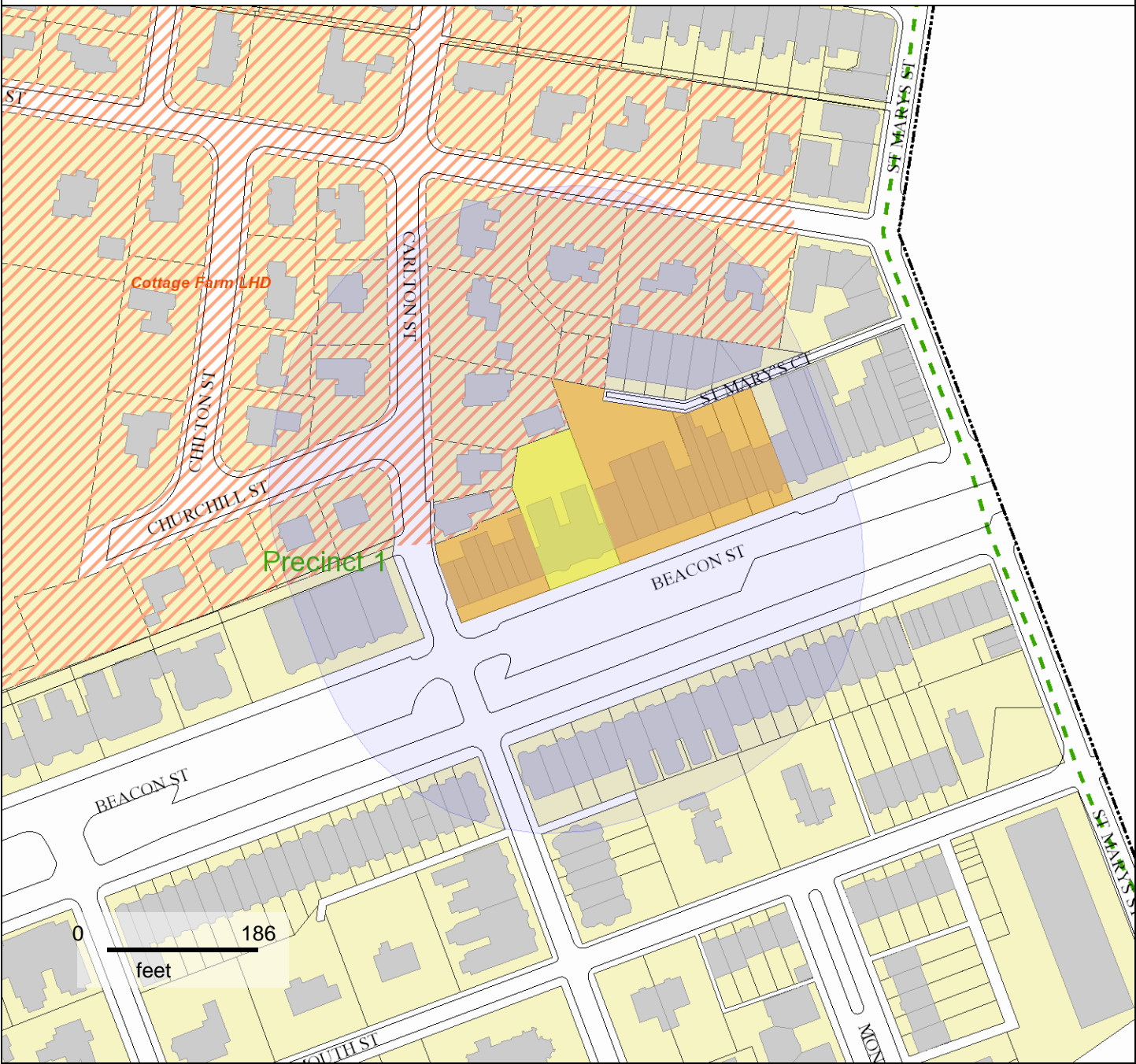
By: Charles Carey  
Town Administrator

NStar Electric Company d/b/a  
Eversource Energy

1165 Massachusetts Avenue - MA12  
Dorchester, MA 02125  
Attn: Kelly Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division

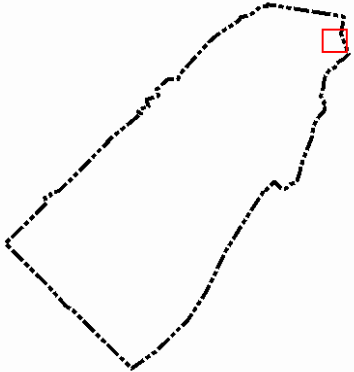
Town of Brookline



Property ID 001 1302  
Address 1038 BEACON ST, A  
Owner ROBERTS, BRANDON  
M & LISA M



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.



## 8.A.

1038 BEACON NAUSET GROUP LLC,  
33 TENNYSON ROAD  
WEST NEWTON, MA 02465

1038 BEACON NAUSET GROUP LLC,  
P O BOX 51  
WABAN, MA 02468

1038 BEACON ST CONDOS,  
C/O THE HOFELLER COMPANY,  
PO BOX 1347  
BROOKLINE, MA 02446

ADBA PROPERTIES LLC,  
C/O MELHEM LUTFI MGR,  
827 LAGRANGE ST  
WEST ROXBURY, MA 02132

BEACON CARLTON CONDOS,  
C/O DONALD SALLET,  
46 DONNELLY DR  
DOVER, MA 02030 UNITED STATES

BEHNEGAR, NASSER  
PARKER, ALICE  
1038 BEACON ST #300  
BROOKLINE, MA 02446

BOHR, ROBERT & TRUDY & COURTNEY  
1038 BEACON ST # 202  
BROOKLINE, MA 02446-

CHOW TRS, JASON A  
SULLIVAN, MICHAEL G  
1038 BEACON ST # 200  
BROOKLINE, MA 02446-

CHRISTAKIS, PETER & FRANCES  
1046 BEACON ST #2  
BROOKLINE, MA 02446

ELLIOTT TRS, LAWRENCE C & LORI S  
1038 BEACON ST #301  
BROOKLINE, MA 02446-

EVANS, RUSSELL B  
1038 BEACON ST #400  
BROOKLINE, MA 02446

FASTOV, RITA  
1140 BEACON ST  
BROOKLINE, MA 02446

GALVIN, TR, SEAN D  
C/O 1020-1024 BEACON ST REALTY,  
630 HIGH ST  
MEDFORD, MA 02155

GLANZ, ET AL TRS, RICHARD E  
C/O GLANZ PROPERTIES INC,  
1018 BEACON ST  
BROOKLINE, MA 02446

HUNG, STEPHEN  
1038 BEACON ST #304  
BROOKLINE, MA 02446

KIRDA, ENGIN  
1038 BEACON ST #401  
BROOKLINE, MA 02446

KOLGIAN, BARRY & LOIS  
274 COMMON ST  
WATERTOWN, MA 02472

KRASNER TR, LORI E  
118 DWINELL ST  
WEST ROXBURY , MA 02132

LEAO DESLANDES TR, CAIO & MARIA L  
G  
16 FISK AVE  
SOMERVILLE, MA 02145-

LIU, TERESA  
YOUNG, ERIC  
62 WOODLAND RD  
BEDFORD, MA 01730

MOBE 12 LLC,  
204 CLOCKTOWER DR #6211  
WALTHAM, MA 02452

PANG, LEE & ALL LLC  
C/O PANG, FU YUNG  
644 HAMMOND ST  
CHESTNUT HILL, MA 02467

ROBERTS, BRANDON M & LISA M  
1038 BEACON ST #A  
BROOKLINE, MA 02446-

SALLET, DONALD & LAUREN  
46 DONNELLY DR  
DOVER, MA 02030

SGC REALTY LLC,  
45 CHESTER ST  
NEWTON, MA 02461

SGC REALTY LLC,  
1054 BEACON ST  
BROOKLINE, MA 02446

SHIEF TRS, BERRIL  
GOODMAN, CAROL S  
250 BOYLSTON ST #3B  
BOSTON, MA 02116-3954

SIMA, ANQI  
FU, BIN  
1038 BEACON ST #203  
BROOKLINE, MA 02446-

TESFAIGZI, YOHANNES  
TEWOLDE, ADDA  
1038 BEACON ST #403  
BROOKLINE, MA 02446-

TRI-CORNER REALTY LLC,  
27 WINTHROP RD  
BROOKLINE, MA 02445

## 8.A.

TRUMAN, ROBERT HENRY  
JOE, STEPHANIE  
1038 BEACON ST #100  
BROOKLINE, MA 02446

VASANTHA, SREEMALI  
ANJANEYULU, SUJATHA  
16 CHERRY LN  
BEDFORD, NH 03110-

ANA ALBUQUERQUE  
24 EUSTON ST Unit 2  
BROOKLINE, MA 02446

NEIL GORDON  
87 IVY ST  
BROOKLINE, MA 02446

CHARLES TERRELL  
79 ST MARYS ST Unit 34  
BROOKLINE, MA 02446

SARAH ERICSSON  
79 CARLTON ST  
BROOKLINE, MA 02446

AMY EVENSON  
71 CARLTON ST  
BROOKLINE, MA 02446

ROBERT SCHRAM  
47 MONMOUTH ST  
BROOKLINE, MA 02446

CATHLEEN CAVELL  
27 MONMOUTH CT  
BROOKLINE, MA 02446

SUSAN DALEY  
17 CHATHAM CIR  
BROOKLINE, MA 02446

CAROL HILLMAN  
287 KENT ST Unit 2  
BROOKLINE, MA 02446

KATHARINE SILBAUGH  
68 AMORY ST  
BROOKLINE, MA 02446

BETTINA NEUEFEIND  
20 AMORY ST  
BROOKLINE, MA 02446

ANTHONY ISHAK  
131 FREEMAN ST Unit 3  
BROOKLINE, MA 02446

SEAN LYNN-JONES  
53 MONMOUTH ST  
BROOKLINE, MA 02446

RUI ALBUQUERQUE  
24 EUSTON ST Unit 2  
BROOKLINE, MA 02446

PAUL WARREN  
71 CARLTON ST  
BROOKLINE, MA 02446



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
October 24, 2022

*Erin Chute Gallentine*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Fisher Avenue that requires action by your Board.

Eversource has requested the location to provide a new underground electric service to power #123-#133 Fisher Avenue. New conduit in Fisher Avenue is proposed to run northeasterly from Pole 161/12, approximately 302' northwest of Olmsted Road a distance of about 48 feet to private property at #123-#133 Fisher Avenue.

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for November 1, 2022 at approximately 7:00 PM.

Very truly yours,

Erin Gallentine  
Commissioner of Public Works

Enc.

9.A.

**PETITION OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **SELECT BOARD** of the Town of **Brookline**, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault** dated **June 20, 2022**, and filed herewith, under the following public way or ways of said Town:

**Fisher Avenue - Northeasterly from Pole 161/12, approximately 302' Northwest of  
Olmsted Road, to private property at #123-#133 Fisher Avenue, install  
approximately 48 ft of Conduit**

**Work Order #7168880**

**NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY**

By: *Kelly-Ann Correia*

Kelly-Ann Correia, Supervisor  
Rights and Permits

**28th** day of **September, 2022**

Town of **Brookline**, Massachusetts

Received and filed \_\_\_\_\_

9.A.

**Town of Brookline, Massachusetts  
Project Information for Grant of Location Request**

Utility Company NSTAR D/B/A EVERSOURCE ENERGY

Work Order Number #7168880 Petition Date September 28, 2022

Street Extents

123-133 Fisher Avenue, Brookline

Project Description

Eversource to Install 48' of 2-5" PVC EB in Concrete from Pole 161/12 across Fisher Avenue to Customer's Private Property as shown on Attached Plan dated June 20, 2022.

Estimated Start Date October 2022 Expected Duration November 2022

Days and Hours of Work 7:00AM to 3:30PM Monday thru Friday

Noise By-Law Waiver (required for work between 7PM-7AM) yes ☒ no

Road Closures yes ☒ If yes, describe the location, timing, duration, and whether abutters will have access during road closures. NONE ANTICIPATED

Parking Restrictions yes ☒ If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. NONE

Resident Access Restrictions yes ☒ If yes, describe the residents affected, and the timing and duration of access restrictions. NONE

Service Interruptions yes ☒ If yes, describe the customers affected and the timing and duration of service interruptions. NONE

Service Replacements yes ☒ If yes, describe the customers affected and whether the service replacements are underground or overhead. NONE



#123-133 FISHER AVE.

**AREA WITHIN THIS PARCEL  
IS CURRENTLY UNDER  
CONSTRUCTION**

**APPROX. PT.  
OF PICKUP**

APPROX. R.

#117 FISHER AVE.

APPROX. RIGHT OF WAY(R.O.W.)

R.O.W.

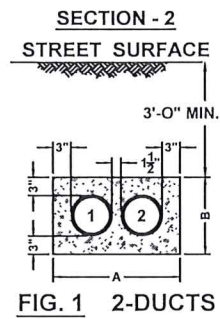
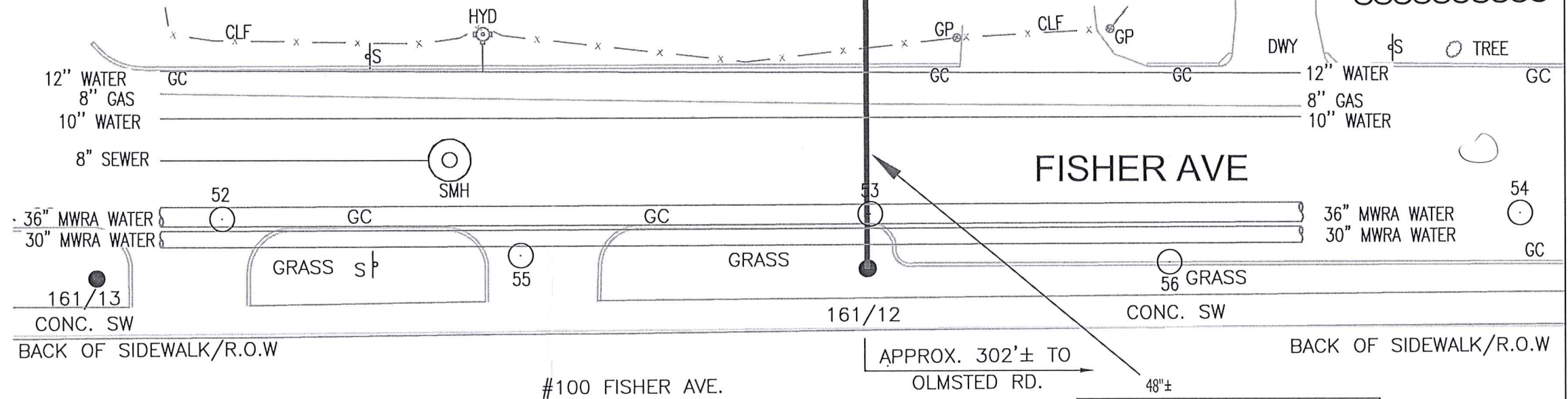
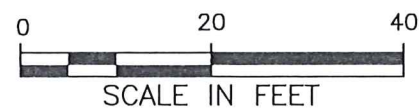


FIG	DIMENSIONS					
	4" Ducts		5" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	16 1/2"	10 1/2"	18 1/2"	11 1/2"	21"	12 1/2"
2	22 1/2"	10 1/2"	25 1/2"	11 1/2"	29"	12 1/2"
3	28 1/2"	10 1/2"	32 1/2"	11 1/2"	37"	12 1/2"
4	16 1/2"	16 1/2"	18 1/2"	18 1/2"	21"	21"
5	22 1/2"	16 1/2"	25 1/2"	18 1/2"	29"	21"
6	16 1/2"	22 1/2"	18 1/2"	25 1/2"	21"	29"
7	16 1/2"	28 1/2"	18 1/2"	32 1/2"	21"	37"
8	28 1/2"	16 1/2"	32 1/2"	18 1/2"	37"	21"
9	22 1/2"	22 1/2"	25 1/2"	25 1/2"	29"	29"
10	34 1/2"	16 1/2"	39 1/2"	18 1/2"	45"	21"
11	16 1/2"	34 1/2"	18 1/2"	39 1/2"	21"	45"
12	22 1/2"	28 1/2"	25 1/2"	32 1/2"	29"	37"
13	28 1/2"	22 1/2"	32 1/2"	25 1/2"	37"	29"
14	40 1/2"	16 1/2"	46 1/2"	18 1/2"	53 1/2"	21"
15	16 1/2"	40 1/2"	18 1/2"	46 1/2"	21"	53 1/2"
16	16 1/2"	46 1/2"	18 1/2"	53 1/2"	21"	61"



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

**MASS. LAW**

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 144-22

Ward #

Work Order # 7168880

Surveyed by: GC/BP

Research by: JC

Plotted by: SJ

Proposed Structures: SJ

Approved: T THIBAUT

P#

**NSTAR EVERSOURCE**  
ELECTRIC  
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of FISHER AVENUE

BROOKLINE

Showing PROPOSED CONDUIT LOCATION

Scale 1"=20'

Date June 20, 2022

SHEET 1 of 1

## Gas Leak Investigation

Utility requesting Grant of Location: EVERSOURCELocation of investigation: FISHER AVE - SEE ATTACHED PLAN DATED 6/20/22Date of investigation: 10/04/2022Gas leak within project limits or abutting street ( yes/no ). If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_

  
Authorized Nationalgrid Representative10/04/2022

Date

Please return to: Karen Hersey

Brookline Engineering

333 Washington Street

Brookline, MA 02445

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Fisher Avenue** – Northeasterly from Pole 161/12, approximately 302' Northwest of Olmsted Road, to private property at #123-#133 Fisher Ave, install approximately 48 ft of conduit. **W.O.# 7168880**

Substantially as shown on a plan made by **T. Thibault** dated **June 20, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 _____	
2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

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I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of Brookline Massachusetts, duly adopted on **November 1, 2022** and recorded with the records of location Orders of said Town, Book 2022, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

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Substantially as shown on a plan made by **T. Thibault** dated **June 20, 2022** on file with said petition.

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2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
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**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

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It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

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Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

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Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
October 21, 2022

*Erin Chute Gallentine*  
Commissioner

SASSAN ZELKHA

1799 BEACON ST, Unit 1  
BROOKLINE, MA 02445

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Fisher Avenue near your property.

Eversource has requested the location to provide a new underground electric service to power #123-#133 Fisher Avenue. New conduit in Fisher Avenue is proposed to run northeasterly from Pole 161/12, approximately 302' northwest of Olmsted Road a distance of about 48 feet to private property at #123-#133 Fisher Avenue

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing.

If you have any questions regarding this hearing, you may contact Dan O'Donnell in the Engineering/Transportation Division at 617-730-2139.

Sincerely,

Erin Gallentine  
Commissioner of Public Works

Cc: Town Meeting Members Precinct 14

**TOWN OF BROOKLINE**

---

**PUBLIC HEARING**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held with remote participation via Zoom on **November 1, 2022 at approximately 7:00 PM** upon the petition of **NStar Electric Company d/b/a Eversource Energy** for permission to construct, and a location for, such a line of conduits with the necessary cables therein under the following public way:

**Fisher Avenue – Northeasterly from Pole 161/12, approximately 302' Northwest of Olmsted Road, to private property at #123-#133 Fisher Avenue, install approximately 48 ft of Conduit**

Registration information is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the November 1, 2022 Select Board meeting details. After registering, you will receive a confirmation email containing information about joining the webinar.

**SELECT BOARD**

By: Charles Carey  
Town Administrator

NStar Electric Company d/b/a  
Eversource Energy

1165 Massachusetts Avenue - MA12  
Dorchester, MA 02125  
Attn: Kelly Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division

Building Department:  
Inspector of Wires

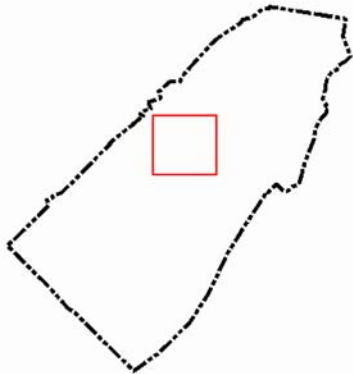
Town of Brookline



Property ID 250 0102  
Address 117 FISHER AVE  
Owner WELL BALFOUR  
BROOKLINE  
LANDLORD LLC,



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.



## 9.A.

GODHWANI, SANJAY & VALERIE A  
99 FISHER AVE  
BROOKLINE, MA 02445

TOWN OF BROOKLINE,  
C/O BOARD OF SELECTMEN,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

TOWN OF BROOKLINE,  
C/O TREASURERS OFFICE,  
333 WASHINGTON ST  
BROOKLINE, MA 02445

WELL BALFOUR BROOKLINE LANDLORD  
LLC,  
4500 DORR ST  
TOLEDO, OH 43615-

WELLTOWER TRS HOLDCO LLC,  
4500 DORR ST  
TOLEDO, OH 43615-

YOUKAVET SAMIH  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445

SHAARI MITTEL  
309 BUCKMINSTER RD  
BROOKLINE, MA 02445

CARLOS RIDRUEJO  
16 HOLLAND RD  
BROOKLINE, MA 02445

PAMELA LODISH  
120 SEAVER ST Unit C202  
BROOKLINE, MA 02445

PAULA FRIEDMAN  
170 HYSLOP RD  
BROOKLINE, MA 02445

ROGER LIPSON  
622 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

RICHARD FREDKIN  
166 HYSLOP RD  
BROOKLINE, MA 02445

SAMI ZELKHA  
228 DEAN RD  
BROOKLINE, MA 02445

LYNDA ROSEMAN  
49 ACKERS AVE  
BROOKLINE, MA 02445

KATHLEEN O'CONNELL  
59 ACKERS AVE Unit 2  
BROOKLINE, MA 02445

JESSE HEFTER  
653 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

SHARON SCHOFFMANN  
6 ELIOT CRES Unit 1  
BROOKLINE, MA 02467

SASSAN ZELKHA  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445



## TOWN OF BROOKLINE

*Massachusetts*

## DEPARTMENT OF PUBLIC WORKS

October 24, 2022

*Erin Chute Gallentine*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in St. Mary's Street, Euston Street and Ivy Street that requires action by your Board.

Eversource has requested the location for capital improvements and system reliability in the area. New conduit in St. Mary's Street is proposed to run southerly and easterly from MH#7578 at the intersection with Mountfort Street a distance of about 24 feet to the Town line; westerly from MH#18852 approximately 108 feet south of Mountfort Street a distance of about 23 feet to private property; southerly from MH#18852 a distance of about 410 feet to MH#6783 at the intersection with Ivy Street; northerly from MH#4590 at the intersection with Euston Street a distance of about 16 feet thence turning and running westerly a distance of about 20 feet to Euston Street; westerly from MH#6783 at the intersection with Ivy Street a distance of about 15 feet to Ivy Street; southerly from MH#6783 a distance of about 259 feet to MH#17740 at the intersection with Beacon Street (already installed as emergency work to repair 2 collapsed ducts and increase reliability of the system). New conduit in Euston Street is proposed to run westerly from St. Mary's Street a distance of about 38 feet to new manhole #31279. New conduit in Ivy Street is proposed to run westerly from St. Mary's Street a distance of about 36 feet to new manhole #31280.

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for November 1, 2022 at approximately 7:00 PM.

Very truly yours,

Erin Gallentine

Commissioner of Public Works

Enc.

**PETITION OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **SELECT BOARD** of the Town of **Brookline**, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on

**St Mary's Street** -

- Southerly and Easterly from MH#7578 to the Brookline/Boston town line, install approximately 24 feet of conduit.
- Westerly from MH#18852, approximately 108 feet south of Mountfort Street, to private property, install approximately 23 feet of conduit.
- Southerly from MH#18852, to MH#6783 at the intersection with Ivy Street, install approximately 410 feet of conduit.
- Northerly from MH#4590, at the intersection with Euston Street, install approximately 16 feet of conduit, thence turning and running westerly to Euston Street, install approximately 20 feet of conduit.
- Westerly from MH#6783, at the intersection with Ivy Street, to Ivy Street, install approximately 15 feet of conduit.
- Southerly from manhole #6783, to MH#17740, at the intersection with Beacon Street, install approximately 259 feet of conduit.

**Euston Street**

- Westerly from St. Mary's Street, install approximately 38 feet of conduit to new manhole MH#31279, install one new manhole MH#31279

**Ivy Street**

- Westerly from St. Mary's Street, install approximately 36 feet of conduit to new manhole MH#31280, install one new manhole, MH31280

**Work Order #5495239**

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: Kelly-Ann Correia

Kelly-Ann Correia, Supervisor  
Rights and Permits

14th day of October, 2022

Town of **Brookline**, Massachusetts

Received and filed \_\_\_\_\_

**Town of Brookline, Massachusetts**  
**Project Information for Grant of Location Request**

Utility Company EVERSOURCE ELECTRIC

Work Order Number 5495239 Petition Date OCTOBER 20, 2022

Street	Extents
<u>SAINT MARY'S STREET</u>	<u>BEACON STREET TO MOUNTFORT ST</u>
<u>IVY STREET &amp; EUSTON ST</u>	<u>UP 70'+/- FROM SAINT MARY'S STREET</u>

Project Description INSTALL: 6-5" PVC EB IN CONCRETE FROM MH7740 VIA MH18855, MH6783, MH18853, MH4590 TO MH18852, 680'+/-; 6-4" PVC EB & MH ON EUSTON ST & IVY ST, 70'+/-; 6-4" PVC EB TO MOUNTFORT ST, 45'+/-

Estimated Start Date OCTOBER, 2022 Expected Duration 4-5 Weeks

Days and Hours of Work MONDAY THRU FRIDAY, 7:00AM TO 4:00PM

Noise By-Law Waiver (required for work between 7PM-7AM) yes ☒ no

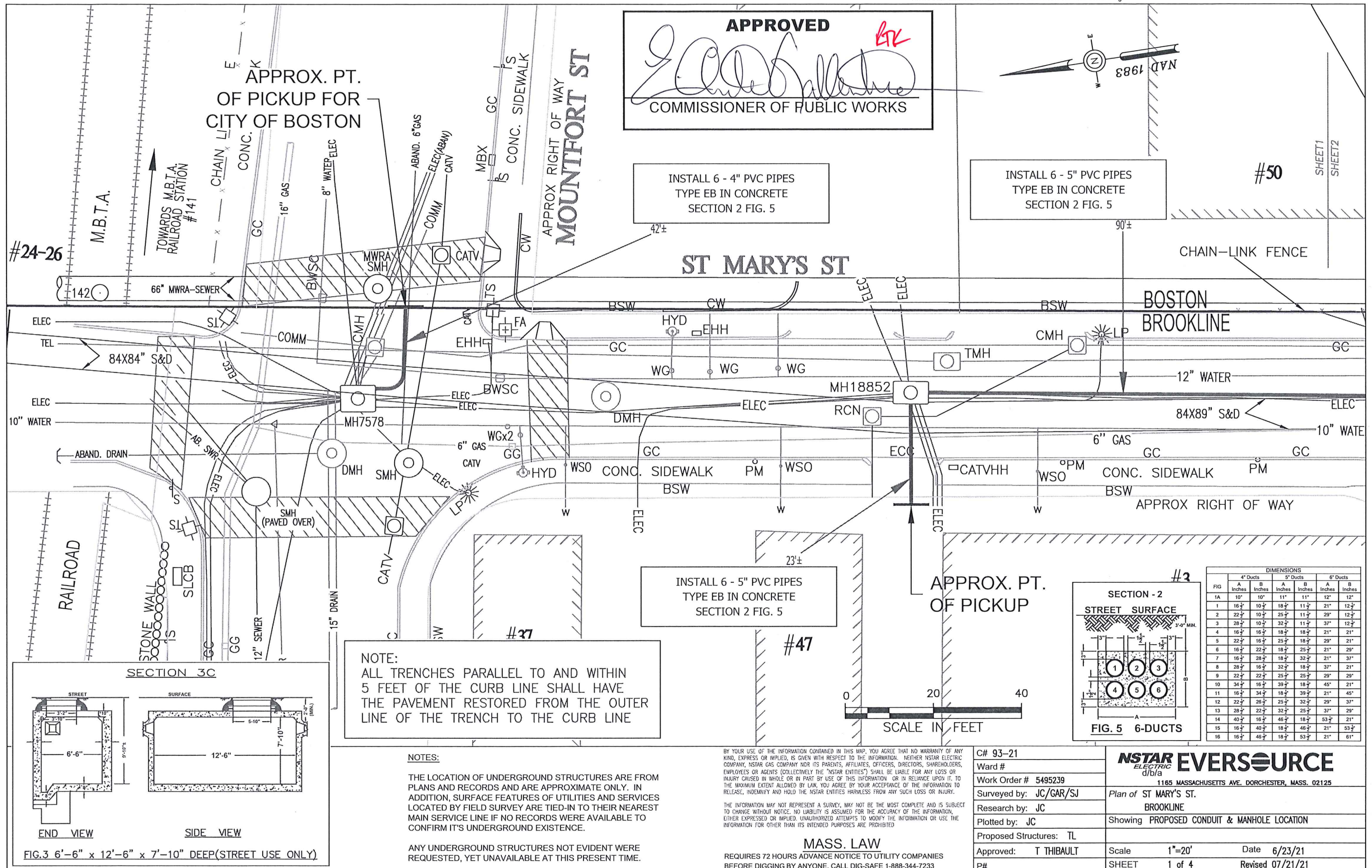
Road Closures yes ☒ If yes, describe the location, timing, duration, and whether abutters will have access during road closures. \_\_\_\_\_

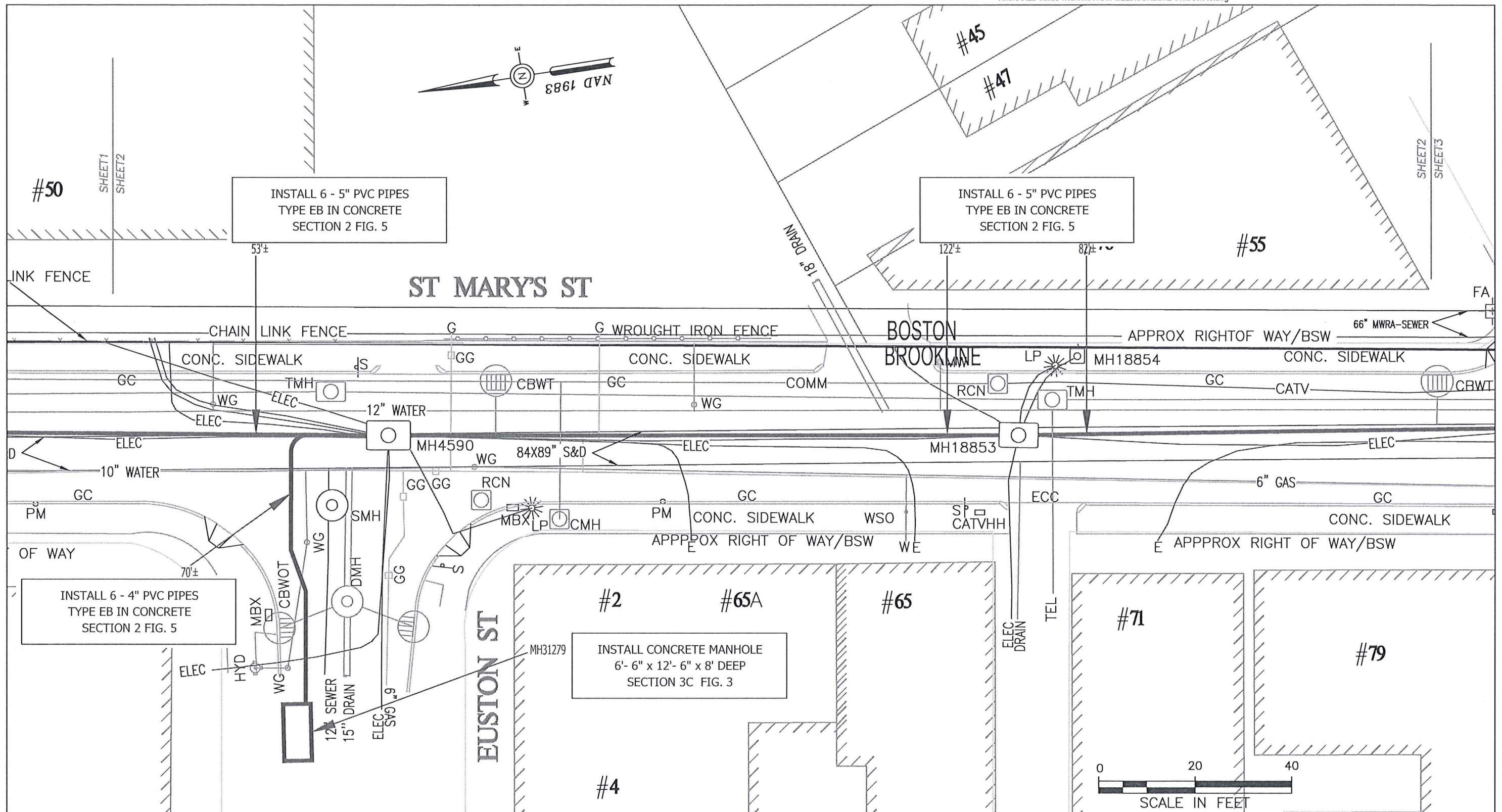
Parking Restrictions ☒ yes / ☐ no If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. WILL TAKE 5 METERED PARKING SPACES PER DAY ALONG THE STREET ON SAINT MARY'S STREET FROM BEACON ST TO MOUNTFORT ST & 4 NON METERED SPACES ON IVY & EUSTON STS

Resident Access Restrictions yes ☒ If yes, describe the residents affected, and the timing and duration of access restrictions. \_\_\_\_\_

Service Interruptions yes ☒ If yes, describe the customers affected and the timing and duration of service interruptions. \_\_\_\_\_

Service Replacements yes ☒ If yes, describe the customers affected and whether the service replacements are underground or overhead. \_\_\_\_\_





**APPROVED**

*[Signature]*

COMMISSIONER OF PUBLIC WORKS

**NOTES:**

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ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

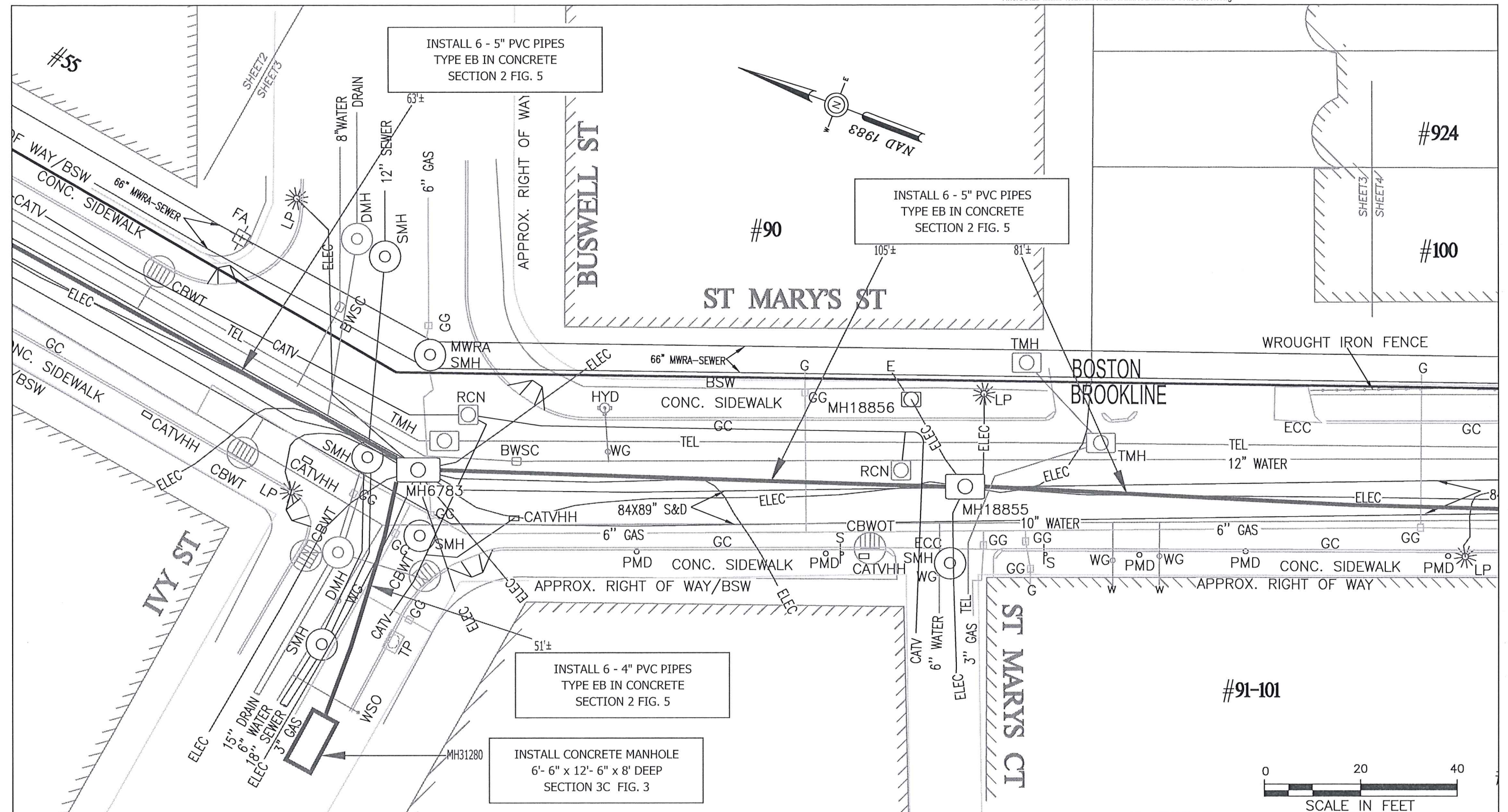
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**MASS. LAW**

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 93-21	<b>NSTAR</b> <small>ELECTRIC</small> d/b/a <b>EVERSOURCE</b> 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125		
Ward #			
Work Order # 5495239	Plan of ST MARY'S ST.		
Surveyed by: JC/GAR/SJ	BROOKLINE		
Research by: JC	Showing PROPOSED CONDUIT & MANHOLE LOCATION		
Plotted by: JC			
Proposed Structures: TL			
Approved: T THIBAUT	Scale 1"=20'	Date 6/23/21	
P#	SHEET 2 of 4	Revised 07/21/21	

**APPROVED**

*[Signature]*  
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Research by: JC

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Proposed Structures: TL

Approved: T THIBAUT

P#

**NSTAR EVERSOURCE**  
 ELECTRIC  
 d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of ST MARY'S ST.

BROOKLINE

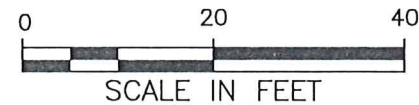
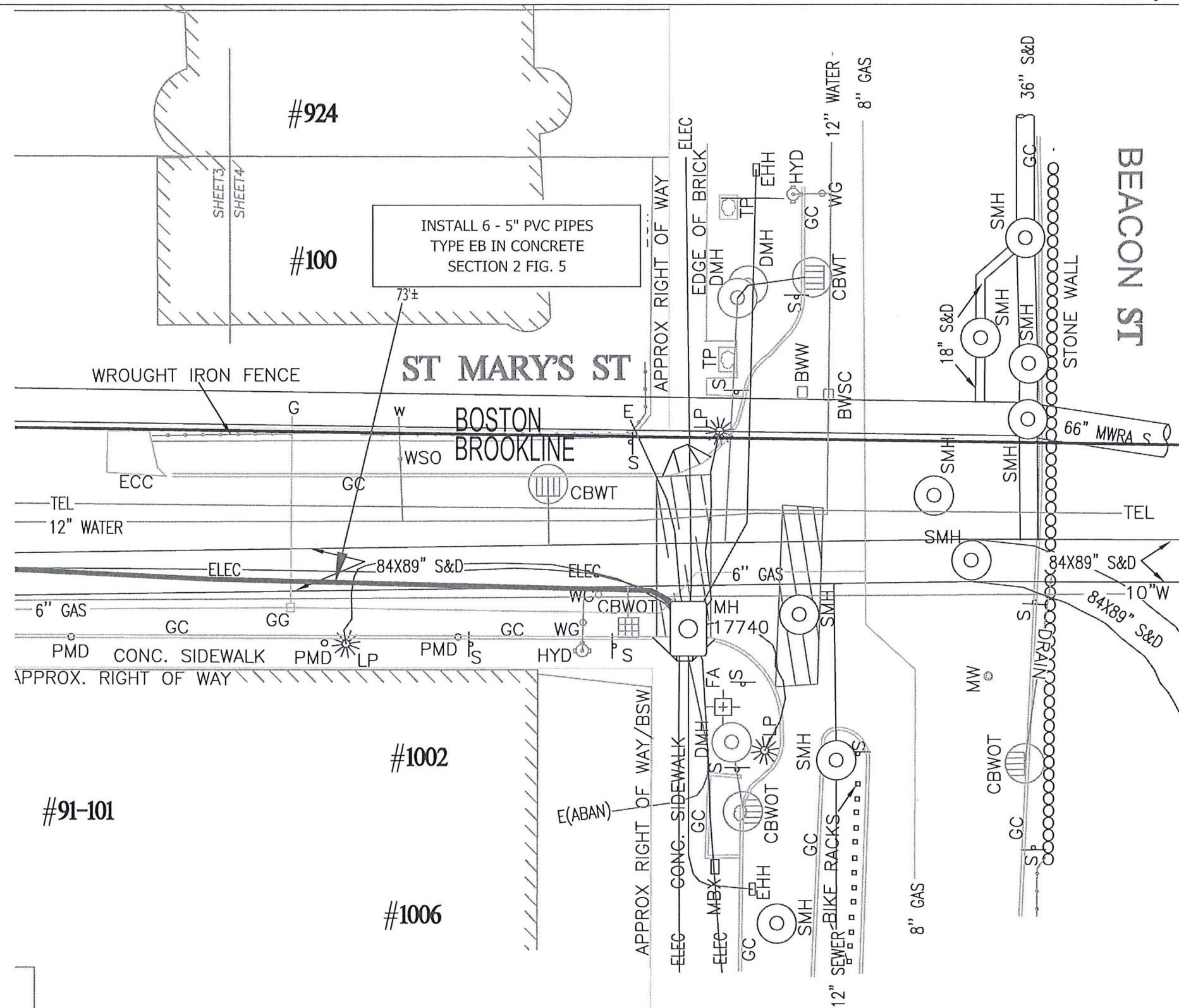
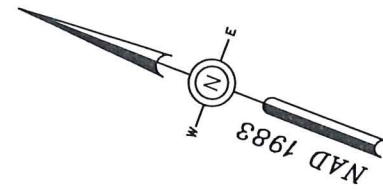
Showing PROPOSED CONDUIT &amp; MANHOLE LOCATION

Scale 1"=20'

Date 6/23/21

SHEET 3 of 4

Revised 07/21/21



**APPROVED**

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**NSTAR EVERSOURCE**  
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d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of ST MARY'S ST.

BROOKLINE

Showing PROPOSED CONDUIT & MANHOLE LOCATION

Scale 1"=20'

Date 6/23/21

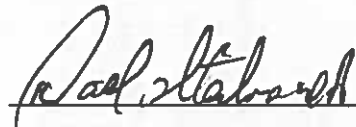
SHEET 4 of 4

Revised 07/21/21

## Gas Leak Investigation

Utility requesting Grant of Location: EVERSOURCELocation of investigation: ST MARY'S ST - SEE ATTACHED PLANS WITH REVISION DATE 7/21/21Date of investigation: 10/22/22Gas leak within project limits or abutting street ( yes/no ). If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_



Authorized Nationalgrid Representative

10/22/22

Date

Please return to: Karen Hersey

Brookline Engineering

333 Washington Street

Brookline, MA 02445

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**St. Mary's Street – southerly and easterly from MH#7578 at the intersection with Mountfort Street a distance of about 24 feet to the Town line; westerly from MH#18852 approximately 108 feet south of Mountfort Street a distance of about 23 feet to private property; southerly from MH#18852 a distance of about 410 feet to MH#6783 at the intersection with Ivy Street; northerly from MH#4590 at the intersection with Euston Street a distance of about 16 feet thence turning and running westerly a distance of about 20 feet to Euston Street; westerly from MH#6783 at the intersection with Ivy Street a distance of about 15 feet to Ivy Street; southerly from MH#6783 a distance of about 259 feet to MH#17740 at the intersection with Beacon Street**

**Euston Street – westerly from St. Mary's Street a distance of about 38 feet to new manhole #31279**

**Ivy Street – westerly from St. Mary's Street a distance of about 36 feet to new manhole #31280      W.O.# 549239**

Substantially as shown on a plan made by **T. Thibault** dated **June 23, 2021** and revised **July 21, 2021** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
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 5 \_\_\_\_\_

Select Board  
 Members of the  
 Town of Brookline

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

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Attest: \_\_\_\_\_  
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I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of Brookline Massachusetts, duly adopted on **November 1, 2022**, and recorded with the records of location Orders of said Town, Book 2022, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF PUBLIC WORKS**

October 21, 2022

*Erin Chute Gallentine*  
Commissioner

3 EUSTON ST CONDO TRUST,  
C/O MINTCHEVA RALISTA,  
3 EUSTON ST #2  
BROOKLINE, MA 02446

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in St. Mary's Street, Euston Street and Ivy Street near your property. Eversource has requested the location for capital improvements and system reliability in the area.

New conduit in St. Mary's Street is proposed to run southerly and easterly from MH#7578 at the intersection with Mountfort Street a distance of about 24 feet to the Town line; westerly from MH#18852 approximately 108 feet south of Mountfort Street a distance of about 23 feet to private property; southerly from MH#18852 a distance of about 410 feet to MH#6783 at the intersection with Ivy Street; northerly from MH#4590 at the intersection with Euston Street a distance of about 16 feet thence turning and running westerly a distance of about 20 feet to Euston Street; westerly from MH#6783 at the intersection with Ivy Street a distance of about 15 feet to Ivy Street; southerly from MH#6783 a distance of about 259 feet to MH#17740 at the intersection with Beacon Street (already installed as emergency work to repair 2 collapsed ducts and increase reliability of the system). New conduit in Euston Street is proposed to run westerly from St. Mary's Street a distance of about 38 feet to new manhole #31279. New conduit in Ivy Street is proposed to run westerly from St. Mary's Street a distance of about 36 feet to new manhole #31280.

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing. If you have any questions regarding this hearing, you may contact Karen Hersey in the Engineering/Transportation Division at 617-264-6464.

Sincerely,

Erin Gallentine  
Commissioner of Public Works

Cc: Town Meeting Members Precinct 1

333 Washington Street • Brookline, Massachusetts 02445-6863  
Telephone: (617)730-2156 Facsimile: (617)713-3727  
[www.brooklinema.gov](http://www.brooklinema.gov)

## TOWN OF BROOKLINE

---

### PUBLIC HEARING

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in the Select Board's Hearing Room, 333 Washington Street, Sixth Floor, Brookline, with remote participation via Zoom on **November 1, 2022 at approximately 7:00 PM** upon the petition of **NStar Electric Company d/b/a Eversource Energy** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public ways:

**St. Mary's Street**

- southerly and easterly from MH#7578 at the intersection with Mountfort Street a distance of about 24 feet to the Town line;
- westerly from MH#18852 approximately 108 feet south of Mountfort Street a distance of about 23 feet to private property;
- southerly from MH#18852 a distance of about 410 feet to MH#6783 at the intersection with Ivy Street;
- northerly from MH#4590 at the intersection with Euston Street a distance of about 16 feet thence turning and running westerly a distance of about 20 feet to Euston Street;
- westerly from MH#6783 at the intersection with Ivy Street a distance of about 15 feet to Ivy Street;
- southerly from MH#6783 a distance of about 259 feet to MH#17740 at the intersection with Beacon Street

**Euston Street – westerly from St. Mary's Street a distance of about 38 feet to new manhole #31279**

**Ivy Street – westerly from St. Mary's Street a distance of about 36 feet to new manhole #31280**

Registration information for remote participation is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the November 1, 2022 Select Board meeting details. After registering, you will receive a confirmation email containing information about joining the webinar.

#### SELECT BOARD

By: Charles Carey  
Town Administrator

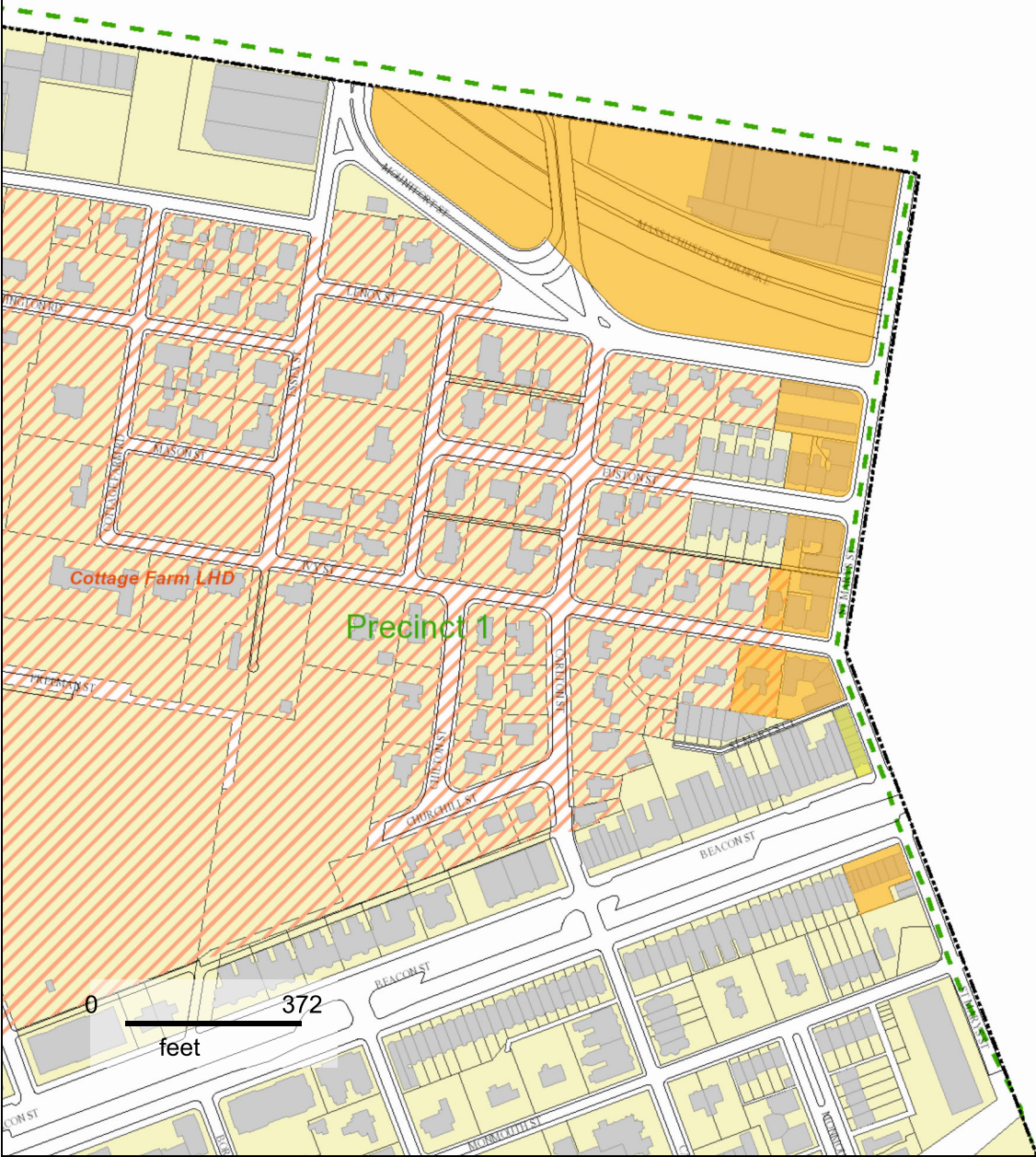
NStar Electric Company d/b/a  
Eversource Energy

1165 Massachusetts Avenue - MA12  
Dorchester, MA 02125  
Attn: Kelly Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division

Building Department:  
Inspector of Wires

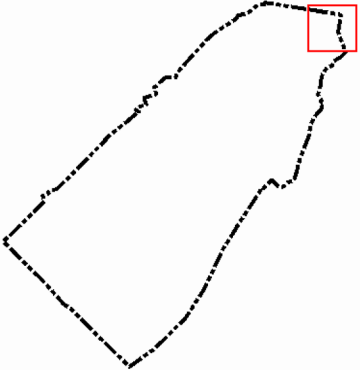
Town of Brookline



Property ID      001 0100  
Address        1002 BEACON ST  
Owner         XIAO INVESTMENT  
                  COMPANY V LLC,



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.



## 10.A.

3 EUSTON ST CONDO TRUST,  
C/O MINTCHEVA RALISTA,  
3 EUSTON ST #2  
BROOKLINE, MA 02446

4 EUSTON ST CONDO TRUST,  
C/O BETH GOLDSMITH APT #2,  
4 EUSTON STREET  
BROOKLINE, MA 02446

71 ST MARYS CONDO ASSOC,  
C/O UNIT #1,  
71 ST MARYS ST  
BOSTON, MA 02215

8 EUSTON ST CONDO ,  
C/O LUIS PEREZ,  
8 EUSTON ST CONDO #6  
BROOKLINE, MA 02446

AFTAH, KIANA & SHAHAB  
83 IVY ST #44  
BROOKLINE, MA 02446-

AMES, PETER J & OLIVER R P &  
NICHOLAS E  
8 PARK ST  
EASTHAMPTON, MA 01027

AZIZ, AHMAR  
NGUYEN, THUY THI HA  
3 EUSTON ST #1  
BROOKLINE, MA 02446-

BANALIEVA, ELITSA  
8 EUSTON ST #1  
BROOKLINE, MA 02446

BOSTON UNIVERSITY TRS,  
C/O GENERAL ACCOUNTING 4TH FLR,  
881 COMMONWEALTH AV  
BOSTON, MA 02215

BOSTON UNIVERSITY TRS,  
C/O GENERAL ACCOUNTING 4TH FLR,  
881 COMMONWEALTH AVE  
BOSTON, MA 02215

CHIN, MICHAEL C Y & TOAYAN  
100 LOGAN DR  
BRAINTREE, MA 02184

CHOBANIAN JR, ARAM V  
83 IVY ST #42  
BROOKLINE, MA 02446

COMMONWEALTH OF  
MASSACHUSETTS,  
C/O MASS TURNPIKE AUTHORITY,  
10 PARK PLAZA SUITE 4160  
BOSTON, MA 02116

COOK, D ERNEST & CYNTHIA M  
4 EUSTON ST #3  
BROOKLINE, MA 02446

DENNERY, KRISTINE MICHELLE &  
SHAUN MICHAEL  
2 EUSTON ST #4  
BROOKLINE, MA 02446-

DIAZ, ELSA  
2 EUSTON ST #2  
BROOKLINE, MA 02446

DONG, AMY  
3 EUSTON ST #5  
BROOKLINE, MA 02446

FLOYD TR, JULIET H  
46 POINT ALLERTON AVE  
HULL, MA 02045-

GALVIN TR, KEVIN D  
2 EUSTON ST #5  
BROOKLINE, MA 02446-

GOLDSMITH III, ARTHUR AUSTIN  
4 EUSTON ST #2  
BROOKLINE, MA 02446

GONCZAROWSKI, YANNAI AHARON  
71 ST MARYS ST #3  
BROOKLINE, MA 02446-

GREGORY, MICHAEL & KAREN  
71 ST MARYS ST #1  
BROOKLINE, MA 02446

GUGLIELMINO, PAUL F  
MINTCHEVA, RALISTA  
3 EUSTON ST #2  
BROOKLINE, MA 02446

HE, CHUAN  
3 EUSTON ST #B  
BROOKLINE, MA 02446

JALETTE, RAYMOND  
PAN, SHAOLIN  
83 IVY ST #13  
BROOKLINE, MA 02446

KHOUW, TIMOTHY TAYLOR & LENING  
8 EUSTON ST #6  
BROOKLINE, MA 02446-

KRASIK, DAVID  
2 EUSTON ST #6  
BROOKLINE, MA 02446

LEE-HOOD, ELIZABETH  
3 EUSTON ST #3  
BROOKLINE, MA 02446

LEW, TRS, HONG HUN & CHESTER  
DEAN  
5 EUSTON ST  
BROOKLINE, MA 02446

LI, LESTER & CARRIE  
8 EUSTON ST #3  
BROOKLINE, MA 02446-4034

# 10.A.

LIN, KEVIN HAO-YU  
LI, TRUDY  
83 IVY ST #12  
BROOKLINE, MA 02446-

LOKSHIN, ABIGAIL & BORIS  
83 IVY ST #21  
BROOKLINE, MA 02446

MALTES, JAVIER EDUARDO RAMOS  
ANDRACA, MONICA CRISTINA OLIVER  
83 IVY ST #23  
BROOKLINE, MA 02446

MCCONNELL TRS, CAMERON &JEFFREY  
& CHRISTINE  
6496 FOREST KNOLL COURT  
ALLENTOWN, PA 18106

MONTERO, FLAVIO B  
42 STATION ST #2  
BROOKLINE, MA 02445

MUCHA, CARLOS  
167 FARM ST  
MILLIS, MA 02054

NOBARI, FAEZEH SADEGH  
72 EUSTON RD #109  
BOSTON, MA 02135-

ODONNELL, HUGH F & TINA  
83 IVY ST #11  
BROOKLINE, MA 02446

SAN, DEBRA  
83 IVY ST #B-1  
BROOKLINE, MA 02446-

SHAUGHNESSY JR, FRED  
GEARY, SUSAN  
280 HILLSIDE AVE  
NEEDHAM, MA 02494

STACHEL TRS, JOHN J & LAURA E &  
ROBERT J & DEBORAH L  
3009 HILLEGASS AVE  
BERKELEY, CA 94705-

TERRELL, CHARLES  
83 IVY ST #34  
BROOKLINE, MA 02446

TRUSTEES OF BOSTON UNIVERSITY,  
C/O GENERAL ACCOUNTING 4TH FLR,  
881 COMMONWEALTH AVE  
BOSTON, MA 02215

TRUSTEES OF BOSTON UNIVERSITY,  
ONE SILBER WAY  
BOSTON, MA 02215-

TSENG, CHENG YIN & CHIU MEI  
180 BONAD RD  
CHESTNUT HILL, MA 02467

TWO EUSTON ST CONDO TR,  
C/O ERCOLINO ELIJAH,  
2 EUSTON ST, Unit 4  
BROOKLINE, MA 02446

UNIVERSITY CONDO TRUST,  
C/O CERTIFIED PROPERTY MGMNT,,  
1195 BEACON ST  
BROOKLINE, MA 02446-0011

URENECK, LOUIS A  
83 IVY ST #22  
BROOKLINE, MA 02446

WALKER LIFE ESTATE, JOHN G  
83 IVY ST #41  
BROOKLINE, MA 02446

WAN, YANGXIAOYA  
8 EUSTON ST #5  
BROOKLINE , MA 02446-

WEISEL TR, LAURA  
87 IVY ST  
BROOKLINE, MA 02446

WINGERTER, SARAH  
8 EUSTON ST #2  
BROOKLINE, MA 02446

XIAO INVESTMENT COMPANY V LLC,  
400 108TH AVE NE  
BELLEVUE, WA 98004

YE, LIN  
8 EUSTON ST #4  
BROOKLINE, MA 02446

YEE TRS, NINOTCHKA Y P  
78 LAGRANGE ST  
CHESTNUT HILL, MA 02467

ZAHLTEN, ALEXANDER NIKOLAS & RINA  
SERIZAWA  
4 EUSTON ST #1  
BROOKLINE, MA 02446-

ZHOU, YUXIN  
SHENG, XUEFEI  
6303 MAIDEN LN  
BETHESEDA, MD 20817

ZUCKER TR, ELLEN J  
71 ST MARYS ST #2  
BROOKLINE, MA 02446

ANA ALBUQUERQUE  
24 EUSTON ST Unit 2  
BROOKLINE, MA 02446

NEIL GORDON  
87 IVY ST  
BROOKLINE, MA 02446

## 10.A.

CHARLES TERRELL  
79 ST MARYS ST Unit 34  
BROOKLINE, MA 02446

SARAH ERICSSON  
79 CARLTON ST  
BROOKLINE, MA 02446

AMY EVENSON  
71 CARLTON ST  
BROOKLINE, MA 02446

ROBERT SCHRAM  
47 MONMOUTH ST  
BROOKLINE, MA 02446

CATHLEEN CAVELL  
27 MONMOUTH CT  
BROOKLINE, MA 02446

SUSAN DALEY  
17 CHATHAM CIR  
BROOKLINE, MA 02446

CAROL HILLMAN  
287 KENT ST Unit 2  
BROOKLINE, MA 02446

KATHARINE SILBAUGH  
68 AMORY ST  
BROOKLINE, MA 02446

BETTINA NEUEFEIND  
20 AMORY ST  
BROOKLINE, MA 02446

ANTHONY ISHAK  
131 FREEMAN ST Unit 3  
BROOKLINE, MA 02446

SEAN LYNN-JONES  
53 MONMOUTH ST  
BROOKLINE, MA 02446

RUI ALBUQUERQUE  
24 EUSTON ST Unit 2  
BROOKLINE, MA 02446

PAUL WARREN  
71 CARLTON ST  
BROOKLINE, MA 02446



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
October 24, 2022

*Erin Chute Gallentine*  
Commissioner

Select Board  
Town Hall  
Brookline, MA 02445

RE: Petition for conduit location

Dear Select Board Members,

Enclosed you will find a petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Warren Street that requires action by your Board.

Eversource has requested the location to provide electric service to #126-130 Warren Street. New conduit in Warren Street is proposed to run southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street.

Statutory seven day notices have been sent to the abutting property owners for a hearing that has been scheduled for November 1, 2022 at approximately 7:00 PM.

Very truly yours,

Erin Gallentine  
Commissioner of Public Works

Enc.

**PETITION OF NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY  
FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **SELECT BOARD** of the Town of **Brookline**, Massachusetts:

Respectfully represents NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located, substantially as shown on the plan made by **T. Thibault** dated **September 9, 2022**, and filed herewith, under the following public way or ways of said Town:

**Warren Street - Southeasterly from pole 9/43, across from Welch Road, to private property at #126-130 Warren Street, Install approximately 52 feet of conduit.**

**Work Order #9464057**

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By: *Kelly-Ann Correia*  
Kelly-Ann Correia, Supervisor  
Rights and Permits

**3<sup>rd</sup>** day of **October, 2022**

Town of **Brookline**, Massachusetts

Received and filed \_\_\_\_\_

**Town of Brookline, Massachusetts  
Project Information for Grant of Location Request**

Utility Company NSTAR D/B/A EVERSOURCE ENERGY

Work Order Number #9464057 Petition Date October 06, 2022

Street Extents

130 Warren Street, Brookline

Project Description Eversource to Install 52' of 2-4" PVC EB in Concrete from Pole 9/43 to

Private Property as shown on Attached Plan dated September 9, 2022.

Estimated Start Date October 2022 Expected Duration 1-2 Weeks

Days and Hours of Work 7:00AM to 3:30PM Monday thru Friday

Noise By-Law Waiver (required for work between 7PM-7AM) yes ☒ no

Road Closures yes ☒ If yes, describe the location, timing, duration, and whether abutters will have access during road closures. NONE ANTICIPATED

Parking Restrictions yes ☒ If yes, describe the location and estimated number of spaces affected and the timing and duration of parking restrictions. NONE

Resident Access Restrictions yes ☒ If yes, describe the residents affected, and the timing and duration of access restrictions. NONE

Service Interruptions yes ☒ If yes, describe the customers affected and the timing and duration of service interruptions. NONE

Service Replacements yes ☒ If yes, describe the customers affected and whether the service replacements are underground or overhead. NONE

RTK

COMMISSIONER OF PUBLIC WORKS

#116

#126-130

APPROX. PT.  
OF PICKUP

WARREN/ST

#103-105

#107-109

INSTALL 2 - 4" PVC PIPES  
TYPE EB IN CONCRETE  
SECTION 2 FIG. 1      52'±

SECTION - 2  
STREET SURFACE

3'-O" MIN

FIG. 1 2-DUCTS

DIMENSIONS						
FIG	4" Ducts		5" Ducts		6" Ducts	
	A Inches	B Inches	A Inches	B Inches	A Inches	B Inches
1A	10"	10"	11"	11"	12"	12"
1	18 $\frac{1}{2}$	10 $\frac{1}{2}$	18 $\frac{1}{2}$	11 $\frac{1}{2}$	21"	12 $\frac{1}{2}$
2	22 $\frac{1}{2}$	10 $\frac{1}{2}$	25 $\frac{1}{2}$	11 $\frac{1}{2}$	29"	12 $\frac{1}{2}$
3	28 $\frac{1}{2}$	10 $\frac{1}{2}$	32 $\frac{1}{2}$	11"	37"	12 $\frac{1}{2}$
4	16 $\frac{1}{2}$	16 $\frac{1}{2}$	18 $\frac{1}{2}$	21"	21"	21"
5	22 $\frac{1}{2}$	16 $\frac{1}{2}$	25 $\frac{1}{2}$	18 $\frac{1}{2}$	29"	21"
6	18 $\frac{1}{2}$	22 $\frac{1}{2}$	18 $\frac{1}{2}$	25 $\frac{1}{2}$	21"	29"
7	18 $\frac{1}{2}$	28 $\frac{1}{2}$	18 $\frac{1}{2}$	32 $\frac{1}{2}$	21"	37"
8	28 $\frac{1}{2}$	18 $\frac{1}{2}$	32 $\frac{1}{2}$	18 $\frac{1}{2}$	37"	21"
9	22 $\frac{1}{2}$	22 $\frac{1}{2}$	25 $\frac{1}{2}$	25 $\frac{1}{2}$	29"	29"
10	34 $\frac{1}{2}$	16 $\frac{1}{2}$	39 $\frac{1}{2}$	18 $\frac{1}{2}$	45"	21"
11	16 $\frac{1}{2}$	34 $\frac{1}{2}$	18 $\frac{1}{2}$	39 $\frac{1}{2}$	21"	45"
12	22 $\frac{1}{2}$	26 $\frac{1}{2}$	25 $\frac{1}{2}$	32 $\frac{1}{2}$	29"	37"
13	28 $\frac{1}{2}$	22 $\frac{1}{2}$	32 $\frac{1}{2}$	25 $\frac{1}{2}$	37"	29"
14	40 $\frac{1}{2}$	16 $\frac{1}{2}$	46 $\frac{1}{2}$	18 $\frac{1}{2}$	53 $\frac{1}{2}$	21"
15	16 $\frac{1}{2}$	40 $\frac{1}{2}$	18 $\frac{1}{2}$	46 $\frac{1}{2}$	21"	53 $\frac{1}{2}$
16	16 $\frac{1}{2}$	46 $\frac{1}{2}$	18 $\frac{1}{2}$	53 $\frac{1}{2}$	21"	61"

THE LOCATION OF UNDERGROUND STRUCTURES ARE FROM PLANS AND RECORDS AND ARE APPROXIMATE ONLY. IN ADDITION, SURFACE FEATURES OF UTILITIES AND SERVICES LOCATED BY FIELD SURVEY ARE TIED-IN TO THEIR NEAREST MAIN SERVICE LINE IF NO RECORDS WERE AVAILABLE TO CONFIRM ITS UNDERGROUND EXISTENCE.

ANY UNDERGROUND STRUCTURES NOT EVIDENT WERE REQUESTED, YET UNAVAILABLE AT THIS PRESENT TIME.

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

C# 244-22
-----------

Ward #

Work Order # 9464057

Surveyed by: GR/SJ

Research by: JC

Plotted by: LM

Proposed Structures: LM

Approved: T THIBAUT

P#

**NSTAR**  
ELECTRIC  
d/b/a **EVERSOURCE**

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of WARREN ST

BROOKLINE

Showing PROPOSED CONDUIT LOCATION

Scale	1"=20'
-------	--------

Date SEPTEMBER 9, 2022

SHEET 1 of 1

Page: 81



SCALE IN FEET

## Gas Leak Investigation

Utility requesting Grant of Location: EVERSOURCELocation of investigation: WARREN ST - SEE ATTACHED PLAN DATED 9/9/22Date of investigation: 10/22/22Gas leak within project limits or abutting street (yes/no) If yes, grade and location of gas leak(s). \_\_\_\_\_

Anticipated date of repair if required \_\_\_\_\_



Authorized Nationalgrid Representative

10/22/22

Date

Please return to: Karen Hersey

Brookline Engineering

333 Washington Street

Brookline, MA 02445

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Warren Street – southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street W.O.# 9464057**

Substantially as shown on a plan made by **T. Thibault** dated **September 9, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 _____	
2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

1 _____	
2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of Brookline Massachusetts, duly adopted on **November 1, 2022**, and recorded with the records of location Orders of said Town, Book 2022\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Warren Street – southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street W.O.# 9464057**

Substantially as shown on a plan made by **T. Thibault** dated **September 9, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 _____	
2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

1 _____	
2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of Brookline Massachusetts, duly adopted on **November 1, 2022**, and recorded with the records of location Orders of said Town, Book 2022\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Warren Street – southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street W.O.# 9464057**

Substantially as shown on a plan made by **T. Thibault** dated **September 9, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

1 _____	
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3 _____	Members of the
4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

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2 _____	Select Board
3 _____	Members of the
4 _____	Town of Brookline
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**CERTIFICATE**

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Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES****Town of Brookline, Massachusetts, November 1, 2022**

WHEREAS, **NStar Electric Company d/b/a Eversource Energy** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

It is ORDERED that **NStar Electric Company d/b/a Eversource Energy** be and hereby is granted permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein under the following public way or ways of said Town:

**Warren Street – southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street W.O.# 9464057**

Substantially as shown on a plan made by **T. Thibault** dated **September 9, 2022** on file with said petition.

**All construction work under this Order shall be in accordance with the following conditions:**

1. The conduits and manholes shall be of such material and construction and all work done in such manner as to be satisfactory to the Board of Selectmen or to such officers as it may appoint to the supervision of the work, and a plan showing the location of conduits constructed shall be filed with the Town when the work is completed.
2. In every underground main line conduit constructed by said Company hereunder, said Company shall install one separate conduit for the exclusive use of the Town in accordance with technical specifications for such separate conduit developed by the Town. Said Company shall maintain said separate Town conduit free of charge.
3. Said Company shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the Town.
4. In addition, said Company shall, before a public way is disturbed for the laying of its wire or conduits, execute its bond in a penal sum of Five Thousand Dollars (\$5,000) (reference being made to the bond already on file with said Town) conditioned for the faithful performance of its duties under this permit.
5. Said Company shall comply with the requirements of existing by-laws, as well as regulations of the Town and requirements of by-laws and regulations of the Town as may hereafter be adopted by the Town governing the construction, installation, maintenance and use of conduits and wires, so far as the same are not inconsistent with the laws of the Commonwealth.
6. The grant-of-location hereunder is for the sole use and occupation of said Company hereunder. No other company or entity may utilize said grant-of-location at any time. Any other company or entity must apply to the Board of Selectmen, in writing, for a grant-of-location, pursuant to Town regulations and by-laws.

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4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: - after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on **November 1, 2022**, at the Town Hall in said Town.

1 _____	
2 _____	Select Board
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4 _____	Town of Brookline
5 _____	

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of Brookline Massachusetts, duly adopted on **November 1, 2022**, and recorded with the records of location Orders of said Town, Book 2022\_\_\_\_, Page \_\_\_\_\_, and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_  
Clerk of the Town of Brookline, Massachusetts



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF PUBLIC WORKS**

October 21, 2022

*Erin Chute Gallentine*  
Commissioner

BOIARDI, CHANTAL A  
116 WARREN ST  
BROOKLINE, MA 02445

Dear Property Owner:

Attached you will find a notice of a public hearing to be held on the petition of NStar Electric d/b/a Eversource Energy (Eversource) to install underground conduit in Warren Street near your property. Eversource has requested the location to provide electric service to #126-130 Warren Street

New conduit in Warren Street is proposed to run southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street.

If you have no objection to the granting of this location, it is not necessary for you to attend the hearing. If you have any questions regarding this hearing, you may contact Karen Hersey in the Engineering/Transportation Division at 617-264-6464.

Sincerely,

Erin Gallentine  
Commissioner of Public Works

Cc: Town Meeting Members Precincts 5 and 14

**TOWN OF BROOKLINE**

---

**PUBLIC HEARING**

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in the Select Board's Hearing Room, 333 Washington Street, Sixth Floor, Brookline, with remote participation via Zoom on **November 1, 2022 at approximately 7:00 PM** upon the petition of **NStar Electric Company d/b/a Eversource Energy** for permission to construct, and a location for, such a line of conduits and manholes with the necessary cables therein under the following public ways:

**Warren Street – southwesterly from pole 94/3, across from Welch Road, a distance of about 52 feet to private property at #126-130 Warren Street**

Registration information for remote participation via Zoom is provided at [www.brooklinema.gov/calendar](http://www.brooklinema.gov/calendar) under the November 1, 2022 Select Board meeting details. After registering, you will receive a confirmation email containing information about joining the webinar.

**SELECT BOARD**

By: Charles Carey  
Town Administrator

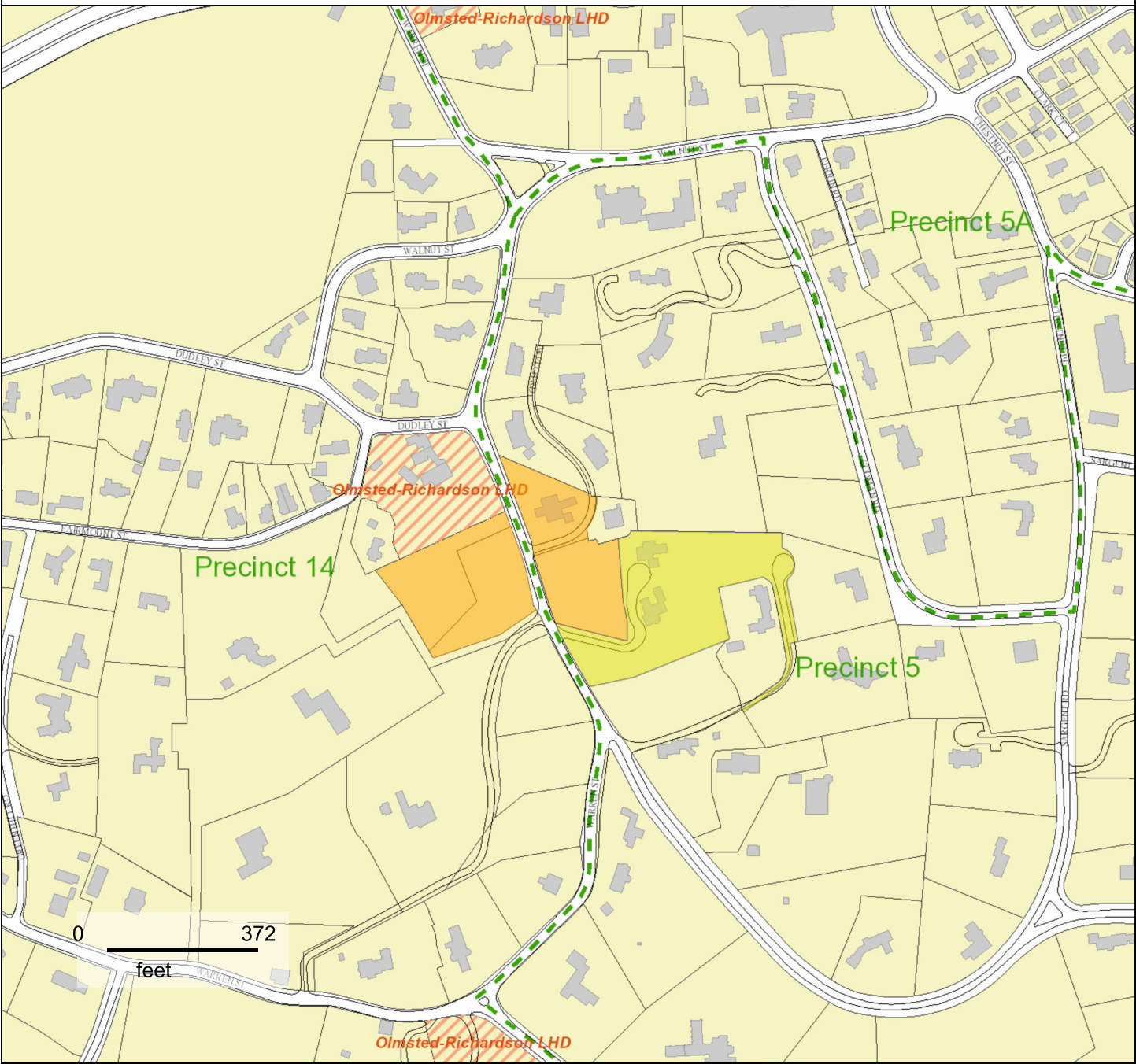
NStar Electric Company d/b/a  
Eversource Energy

1165 Massachusetts Avenue - MA12  
Dorchester, MA 02125  
Attn: Kelly Ann Correia

Department of Public Works:  
Engineering Division  
Highway Division

Building Department:  
Inspector of Wires

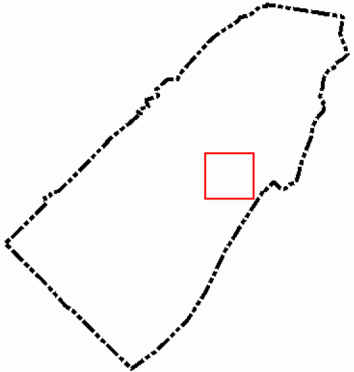
Town of Brookline



Property ID 333 1200  
Address 130 WARREN ST  
Owner MCDONOUGH TR,  
KATHLEEN M



Disclaimer: The information shown on this map is from the Brookline Geographic Information System (GIS) Database. The Town of Brookline makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data.  
This application is intended for reference only. For certified parcel information please contact the Town of Brookline Assessors Office.



# 11.A.

BOIARDI, CHANTAL A  
116 WARREN ST  
BROOKLINE, MA 02445

UNITED STATES OF AMERICA,  
1849 C STREET N W ROOM 2444  
WASHINGTON, DC 20240

CARLOS RIDRUEJO  
16 HOLLAND RD  
BROOKLINE, MA 02445

ROGER LIPSON  
622 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

LYNDA ROSEMAN  
49 ACKERS AVE  
BROOKLINE, MA 02445

SHARON SCHOFFMANN  
6 ELIOT CRES Unit 1  
BROOKLINE, MA 02467

BONNIE BASTIEN  
32 OAKLAND RD  
BROOKLINE, MA 02445

SASSAN ZELKHA  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445

MCDONOUGH TR, KATHLEEN M  
C/O PAUL MCCOY FAMILY OFFICE  
SEVICES LLP,  
31 ST JAMES AVE STE 740  
BOSTON, MA 02116

YOUKAVET SAMIH  
1799 BEACON ST Unit 1  
BROOKLINE, MA 02445

PAMELA LODISH  
120 SEAVER ST Unit C202  
BROOKLINE, MA 02445

RICHARD FREDKIN  
166 HYSLOP RD  
BROOKLINE, MA 02445

KATHLEEN O'CONNELL  
59 ACKERS AVE Unit 2  
BROOKLINE, MA 02445

PERRY GROSSMAN  
42 JAMAICA RD Unit 2  
BROOKLINE, MA 02445

NEIL WISHINSKY  
20 HENRY ST Unit 2  
BROOKLINE, MA 02445

SUSAN WISHINSKY  
20 HENRY ST Unit 2  
BROOKLINE, MA 02445

MCDONOUGH, TR, KATHLEEN M  
C/O PAUL MCCOY FAMILY OFFICE  
SEVICES LLP,  
31 ST JAMES AVE STE 740  
BOSTON, MA 02116

SHAARI MITTEL  
309 BUCKMINSTER RD  
BROOKLINE, MA 02445

PAULA FRIEDMAN  
170 HYSLOP RD  
BROOKLINE, MA 02445

SAMI ZELKHA  
228 DEAN RD  
BROOKLINE, MA 02445

JESSE HEFTER  
653 CHESTNUT HILL AVE  
BROOKLINE, MA 02445

PHYLLIS O'LEARY  
16 JAMAICA RD Unit 2  
BROOKLINE, MA 02445

WILLIAM REYELT  
121 CHESTNUT ST  
BROOKLINE, MA 02445

## **Transfer of License / New CV / New Ent / Alt Manager /**

Applicant: Sunset Group LLC.  
 DBA: Sunset Cantina  
 Location: 916 Commonwealth Ave, Brookline, MA 02215

### **Application Details:**

Question of approving the application for a transfer of an All Alcohol Beverages Restaurant License from Northsiders, LLC. d/b/a Sunset Cantina to Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Proposed manager will be Catarina Chang. The proposed seating is 223 seats inside dining, 26 seats inside bar and 40 seats for private patio outdoor dining. Proposed Operating Hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am and proposed Alcoholic beverage service hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am.

Question of approving the application a Common Victualler License for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Proposed manager will be Catarina Chang. The proposed seating is 223 seats inside dining, 26 seats inside bar and 40 seats for private patio outdoor dining. Proposed Operating Hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am.

Question of approving the application an Alternate Manager, Jason Bautista, for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA

Question of approving the application an Entertainment for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Entertainment consists of Radio, Recorded music, Juke Box, Television, Dancing, Instrumental Music and Vocal music.

### **Reports (Attached):**

Health Department (Approved)  
 Building Department (Approved)  
 Police Department (Pending)  
 Fire Department (Approved)

## M E M O R A N D U M

TO: Sigalle Reiss, Acting Commissioner of Public Health & Human Services  
Daniel Bennett, Building Commissioner  
Jennifer Paster, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Charles Carey, Town Administrator

RE: Transfer of License / Common Victualler / Alternate Manager / Entertainment

DATE: September 21, 2022

---

May we please have reports on the attached application:

Applicant:	Sunset Group LLC.
DBA:	Sunset Cantina
License Type:	All Alcohol License
Location:	916 Commonwealth Ave, Brookline, MA 02215

**Application Details:**

Request of approving the application for a transfer of an All Alcohol Beverages Restaurant License from Northsiders, LLC. d/b/a Sunset Cantina to Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Proposed manager will be Catarina Chang. The proposed seating is 223 seats inside dining, 26 seats inside bar and 40 seats for private patio outdoor dining. Proposed Operating Hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am and proposed Alcoholic beverage service hours are Tuesday – Thursday 4:00Ppm – 1:00am and Friday – Saturday 4:00pm – 2:00am.

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Request of approving the application an Alternate Manager, Jason Bautista, for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA

Request of approving the application an Entertainment for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave Brookline, MA. Entertainment consists of Radio, Recorded music, Juke Box, Television, Dancing, Instrumental Music and Vocal music.

This application is scheduled to go before the Board on **October 18, 2022**. Please have the reports no later than **October 6, 2022**.

Thank you.

12.A.  
**Checklist for Transfer Alcohol License**



- ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
  - ☒ Monetary Transmittal Form
  - ☒ **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
  - ☒ **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
  - ☒ New/Transfer Application
  - ☒ Business Structure Documents
    - ☐ If Sole Proprietor, **Business Certificate**
    - ☐ If Partnership, **Partnership Agreement**
    - ☒ If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
  - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
  - ☒ Manager Application
  - ☒ Proof of Citizenship for proposed manager of record
  - ☒ Vote of Corporate Board
  - ☒ Purchase and Sales Agreement
  - ☒ Supporting Financial Records
  - ☒ Floor Plans
  - ☒ Legal Right to Occupy, a lease or deed
- 
- ☒ General and Liquor Liability Insurance Certificate (prior to opening)
  - ☐ Workers' Compensation Insurance Affidavit (prior to opening)
  - ☒ Copy of license of seller
    - ☒ A/A to A/A
    - ☐ W/M to W/M
  - ☒ Common Victualler Application
  - ☒ Package Store Application
  - ☒ Outdoor Seating Application (if applicable)
  - ☒ Entertainment Application (if applicable)
  - ☒ Alternate Manager Application (if applicable)
- 
- ☐ Report from Police
  - ☒ Report from Building
  - ☐ Report from Fire
  - ☒ Report from Health



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT**

John F. Sullivan  
Chief of Department

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel: 617-730-2272  
Fax: 617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

**BROOKLINE FIRE DEPARTMENT**  
**M E M O R A N D U M**

---

**Date:** October 27, 2022

**To:** Charles Carey, Town Administrator  
Town of Brookline

**From:** Todd Cantor, Deputy Chief  
Fire Prevention Division

**Re:** **Approval for the Application to Transfer an All Alcohol Beverages Restaurant License**

The Brookline Fire Department has no objection to the Transfer of the All Alcohol Beverages License from Northsiders, LLC. d/b/a Sunset Cantina to Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Avenue.



# TOWN of BROOKLINE

*Massachusetts*

## BUILDING DEPARTMENT

**Daniel F. Bennett**  
Building Commissioner

### INTEROFFICE MEMORANDUM

---

**Date:** September 30, 2022

**To:** Charles Carey  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** 404 Harvard Street – Application from SLH Restaurant LLC. d/b/a Vello Restaurant, for a TRANSFER of an All Kinds of Alcoholic Beverages to Be Drunk on the premises as a Seven Day Common Victualler and Entertainment License (Radio, Taped Music & TV) with indoor seating of 66 and outdoor seating of 8 to Medina LLC. d/b/a El Penol Johan A. Medina Balbin, Manager (your Memo dated September 27, 2022).

The subject premises is located in an L-1.0 Local Business District. The use as a restaurant of less than 5,000 square feet is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The Premises conforms to the pertinent provisions of the State Building code for use as a restaurant with seating for not more than sixty six, (66) persons and provides the necessary space and separation from the public for a maximum of 8 outdoor seats. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department.

If an odor problem occurs as a result of this use, an odor/exhaust control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule submitted to the Building Department.

The Building Department has no objection with the Application from SLH Restaurant LLC. d/b/a Vello Restaurant, for a TRANSFER of an All Kinds of Alcoholic Beverages to Be Drunk on the premises as a Seven Day Common Victualler and Entertainment License (Radio, Taped Music & TV) with indoor seating of 66 and outdoor seating of 8 to Medina LLC. d/b/a El Penol Johan A. Medina Balbin, Manager.



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

*11 Pierce Street, Brookline, Massachusetts, 02445  
Telephone: (617) 730-2300 Facsimile: (617) 730-2296  
Website: [www.brooklinema.gov/health](http://www.brooklinema.gov/health)*

**Sigalle Reiss, MPH, RS/REHS**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

**To:** Charles Carey,  
Town Administrator  
for the Select Board

**From:** Sigalle Reiss, **SR**  
Health Commissioner of Public Health & Human Services

**Date:** 10/03/2022

**Re:** Sunset Group, LLC.  
**Applicant:** Sunset Cantina  
916 Commonwealth Ave. Brookline, MA 02446  
All alcohol/CV-Alt Mgr-Entertainment

Please be advised that the Brookline Department of Public Health (BDPH) has reviewed the application and plans for the above-noted establishment. The BDPH has no objections to the transfer of All Alcohol Beverages, and the issuance of a CV-Alt Mgr.-Entertainment Licenses. This recommendation is under the following conditions:

- The establishment must submit all required food permit applications along with the applicable fees to the BDPH, and complete all plan review food permit orientation.
- Any now/future renovation must comply with Fire, Health, and the Building requirements.
- The operator must maintain Food Safety, and Allergy Awareness Certifications.
- An odor control system should be installed and maintained to prevent excessive cooking odors should the BDPH receive valid nuisance complaints.
- The operator must provide and maintain an adequate Trash/recycling management Plan.
- The operator must provide and maintain a licensed pest control contractor.
- The establishment must receive a pre-operational inspection before the license is released.
- The establishment must comply with the Town By-Laws on using artificial Trans-Fats, Polystyrene, and tobacco control
- The establishment must provide access to public water and rest room.

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: 10728395-7fbb-4d42-8161-09f575dc2257

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	04397-RS-0148	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 9/19/2022 1:22:40 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

License Number or Business Name:  
04397-RS-0148

Fee Type:  
FILING FEES-RETAIL

#### Billing Information

First Name:  
Andrea

Last Name:  
Perez

Address:  
974 Bennington St

City:  
Boston

State:  
MA

Zip Code:  
02128

Email Address:  
andrea.perez@roadscg.com





*The Commonwealth of Massachusetts*  
**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A TRANSFER OF LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
 LICENSING AUTHORITY.

**ECRT CODE: RETA**

**Please make \$200.00 payment here: ABCC PAYMENT WEBSITE**

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
 PAYMENT RECEIPT**

**ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)**

04397-RS-0148

**ENTITY/ LICENSEE NAME**

Sunset Group LLC

**ADDRESS**

916 COMMONWEALTH AVENUE

**CITY/TOWN**

BROOKLINE

**STATE**

MA

**ZIP CODE**


02215

**For the following transactions (Check all that apply):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License                | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
 APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358

 DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 08-04-2022

Employer Identification Number:  
88-3565812

Form: SS-4

Number of this notice: CP 575 B

SUNSET GROUP  
CATARINA CHANG MBR  
916 COMMONWEALTH AVE  
BOSTON, MA 02218

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3565812. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



400314270

Rosalin Acosta  
SECRETARY

Connie C. Carter  
DIRECTOR

Northsiders LLC  
6 Beacon St Ste 205  
Boston, MA 02108-3847

EAN: 22122627  
August 04, 2022

Certificate Id:61367

The Department of Unemployment Assistance certifies that as of 8/4/2022 ,Northsiders LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
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This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: [REDACTED]

1. The exact name of the limited liability company is: SUNSET GROUP LLC

**2a. Location of its principal office:**

No. and Street: 916 COMMONWEALTH AVE  
 City or Town: BOSTON State: MA Zip: 02218 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 916 COMMONWEALTH AVE  
 City or Town: BOSTON State: MA Zip: 02218 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:  
RESTAURANT & BAR, LIVE EVENTS, ENTERTAINMENT, CATERING EVENTS.

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: CATARINA CHANG  
 No. and Street: [REDACTED]  
 City or Town: [REDACTED]

I, CATARINA CHANG resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALDO A CALLEJAS	[REDACTED]
MANAGER	JASON BAUTISTA	[REDACTED]
MANAGER	KILDER CARDONA	[REDACTED]
MANAGER	ANDREA C PEREZ	[REDACTED]

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 3 Day of August, 2022,**  
CATERINA CHANG  
*(The certificate must be signed by the person forming the LLC.)*



12A  
**The Commonwealth of Massachusetts**  
**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality **BROOKLINE**

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement
- ☐ Pledge of Inventory  
☐ Pledge of License  
☐ Pledge of Stock  
☐ Other \_\_\_\_\_
- ☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

This application is to request a liquor license transfer from Northsiders LLC to Sunset Group LLC. We intend to maintain the current Mexican menu and concept.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Annual

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number **04397-RS-0148** FEIN **[REDACTED]**

Entity Name **Sunset Group, LLC**

DBA **Sunset Cantina** Manager of Record **Catarina Chang**

Street Address **916 Commonwealth Ave, Boston MA 02218**

Phone **(617) 731-8646** Email **Catarina@koyboston.com**

Add'l Phone **N/A** Website **N/A**

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises consist of one floor with a total of 9 rooms. 3 kitchens, 2 dining rooms, bar standing and toilet room and outdoor seating for a total of 40 people.

Total Sq. Footage	<b>8221</b>	Seating Capacity	<b>317</b>	Occupancy Number	<b>373</b>
Number of Entrances	<b>7</b>	Number of Exits	<b>7</b>	Number of Floors	<b>1</b>

## APPLICATION FOR A TRANSFER OF LICENSE

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name Northsiders, LLC By what means is the license being transferred? Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<u>WILLIAM MCCARTHY</u>	<u>Manager</u>	<u>100</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<u>Catarina Chang</u>	<u></u>	<u></u>	<u></u>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<u>Manager</u>	<u>20%</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<u>Aldo A Callejas</u>	<u></u>	<u></u>	<u></u>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<u>Manager</u>	<u>20%</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<u>Andrea Perez</u>	<u></u>	<u></u>	<u></u>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<u>Manager</u>	<u>20%</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<u>Jason Bautista</u>	<u></u>	<u></u>	<u></u>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<u>Manager</u>	<u>20%</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

## APPLICATION FOR A TRANSFER OF LICENSE

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

Name of Principal	Residential Address	SSN	DOB
Kilder Cardona			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	20%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input checked="" type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Additional pages attached? ☐ Yes ☒ No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Catarina Chang	Liquor License	Korean fusion inc	Boston
Aldo A Callejas	Liquor license	AM Callejas LLC	Boston
Aldo A Callejas	Liquor License	AM Salgado LLC	Boston

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

**ADDENDUM A****6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No
**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

**APPLICATION FOR A TRANSFER OF LICENSE****6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**7. CORPORATE STRUCTURE**

Entity Legal Structure

LLC

Date of Incorporation 08/03/2022

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No**8. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Derek A Howe

Landlord Phone (617) 353-3970

Landlord Email jmcnamar@bu.edu

Landlord Address 930 Commonwealth Ave, Boston MA 02218

Lease Beginning Date September 1, 2022

Rent per Month \$16,439.00

Lease Ending Date September 1, 2023

Rent per Year \$197,268.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No**9. APPLICATION CONTACT**

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Andrea Perez

Phone: 781.309.8373

Title: Manager

Email: andrea.perez@roadscg.com

## APPLICATION FOR A TRANSFER OF LICENSE

**10. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$612,500
C. Other* (Please specify)	N/A
D. Total Cost	\$612,500

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Catarina Chang	\$140,000
Andrea Perez	\$140,000
Jason Bautista	\$140,000
Aldo A Callejas & Kilder Cardona	\$280,000
Total	\$700,000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

All the financial sources are from each member personal or business savings.

**11. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

**12. MANAGER APPLICATION****A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name

Date of Birth

SSN

Residential Address

Email

Please indicate how many hours per week you intend to be on the licensed premises

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2014	Present	Manager	Korean Fusion Inc	Catarina Chang

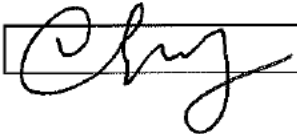
**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

**13. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**13A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

**13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES****LICENSE**

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**13F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

**ADDITIONAL INFORMATION**

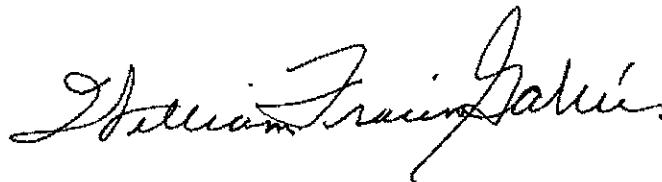
Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

August 03, 2022 06:58 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(OF EXISTING LICENSE)</small>	04397-RS-0148	LICENSEE NAME:	EAST COAST TAVERN GROUP, INC	CITY/TOWN:	BROOKLINE
--	---------------	----------------	------------------------------	------------	-----------

**APPLICANT INFORMATION**

LAST NAME:	CHANG	FIRST NAME:	CATARINA	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	MASSACHUSETTS	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	YOO	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5' 4"	WEIGHT:	145
				EYE COLOR:	BLACK
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02128
FORMER ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	01921

**PRINT AND SIGN**

PRINTED NAME:	CATARINA CHANG	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

**NOTARY INFORMATION**

On this	08/22/22	before me, the undersigned notary public, personally appeared	Catarina Chang
(name of document signer),		proved to me through satisfactory evidence of identification, which were	MA Driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

**DIVISION USE ONLY**

AS REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJL Identity Theft Index PIN Number is to be completed by those agencies that have been issued an Identity Theft PIN Number by the DCJL. Certified agencies are required to provide off applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 640-4814.



DOLLY MARCELA VELEZ  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 8, 2027



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

12.A.  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)	04397-RS-0148	LICENSEE NAME:	EAST COAST TAVERN GROUP, INC	CITY/TOWN:	BROOKLINE
--	---------------	----------------	------------------------------	------------	-----------

**APPLICANT INFORMATION**

LAST NAME:	BAUTISTA	FIRST NAME:	JASON	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	CALIFORNIA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	CLEMENCIA	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6	1	WEIGHT: 250 EYE COLOR: BROWN
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02128
FORMER ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02135

**PRINT AND SIGN**

PRINTED NAME:	JASON BAUTISTA	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

**NOTARY INFORMATION**

On this 08/22/22 before me, the undersigned notary public, personally appeared Jason Bautista  
(name of document signer), proved to me through satisfactory evidence of identification, which were his Driver's license  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



DOLLY MARCELA VELEZ  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 8, 2027



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

12.A.  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)	04397-RS-0148	LICENSEE NAME:	EAST COAST TAVERN GROUP, INC	CITY/TOWN:	BROOKLINE
--	---------------	----------------	------------------------------	------------	-----------

**APPLICANT INFORMATION**

LAST NAME:	PEREZ	FIRST NAME:	ANDREA	MIDDLE NAME:	C
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	COLOMBIA	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	VELEZ	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	1	WEIGHT: 118 EYE COLOR: BROWN
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02148
FORMER ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02152

**PRINT AND SIGN**

PRINTED NAME:	ANDREA PEREZ	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------	-------------------------------	--

**NOTARY INFORMATION**

On this	08/22/22	before me, the undersigned notary public, personally appeared	Andrea Perez.
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA Driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF COM-AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



DOLLY MARCELA VELEZ  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 8, 2027



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

12.A.  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)	04397-RS-0148	LICENSEE NAME:	EAST COAST TAVERN GROUP, INC	CITY/TOWN:	BROOKLINE
--	---------------	----------------	------------------------------	------------	-----------

**APPLICANT INFORMATION**

LAST NAME:	CALLEJAS	FIRST NAME:	ALDO	MIDDLE NAME:	A
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	TEXAS		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	SALGADO	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6	1	WEIGHT: 185 EYE COLOR: BROWN
CURRENT ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02128
FORMER ADDRESS:					
CITY/TOWN:		STATE:	MA	ZIP:	02128

**PRINT AND SIGN**

PRINTED NAME:	ALDO CALLEJAS	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

**NOTARY INFORMATION**

On this	08/22/22	before me, the undersigned notary public, personally appeared	Aldo Callejas
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

The DCJF Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJF. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJF via mail or by fax to (617) 660-4614.



DOLLY MARCELA VELEZ  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 8, 2027

12.A.



JEAN M. LORIZIO, ESQ.  
CHAIRMAN

Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

**CORI REQUEST FORM**

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(OF EXISTING LICENSEE)</small>	04397-RS-0148	LICENSEE NAME:	EAST COAST TAVERN GROUP, INC	CITY/TOWN:	BROOKLINE
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**APPLICANT INFORMATION**

LAST NAME:	CARDONA	FIRST NAME:	KILDER	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	MASSACHUSETTS					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	178	EYE COLOR:	BROWN
CURRENT ADDRESS:								
CITY/TOWN:		STATE:	MA	ZIP:	02148			
FORMER ADDRESS:								
CITY/TOWN:		STATE:	MA	ZIP:	01960			

**PRINT AND SIGN**

PRINTED NAME:	KILDER CARDONA	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

**NOTARY INFORMATION**

On this 8/22/2022 before me, the undersigned notary public, personally appeared Kilder Cardona  
(name of document signer), proved to me through satisfactory evidence of identification, which were MA Driver's License  
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJF Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJF. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJF via mail or by fax to (617) 660-4614.



DOLLY MARCELA VELEZ  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
July 8, 2027

**APPLICANT'S STATEMENT**

I, Catarina Chang the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
 Authorized Signatory

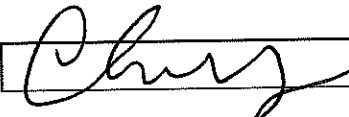
of Sunset Group LLC  
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 9/15/2022

Title:

Manager

ed States.  
more perfect Union  
more domestic Tranquility  
common Defense  
and Welfare, and secure  
Liberty to ourselves and  
do ordain and establish this  
for the United States of America.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

**UNITED STATES OF AMERICA**

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte  
P USA [REDACTED]

Surname / Nom / Apellidos  
**PEREZ**

Given Names / Prénoms / Nombres  
**ANDREA CATALINA**

Nationality / Nationalité / Nacionalidad  
**UNITED STATES OF AMERICA**

Date of birth / Date de naissance / Fecha de nacimiento  
[REDACTED]

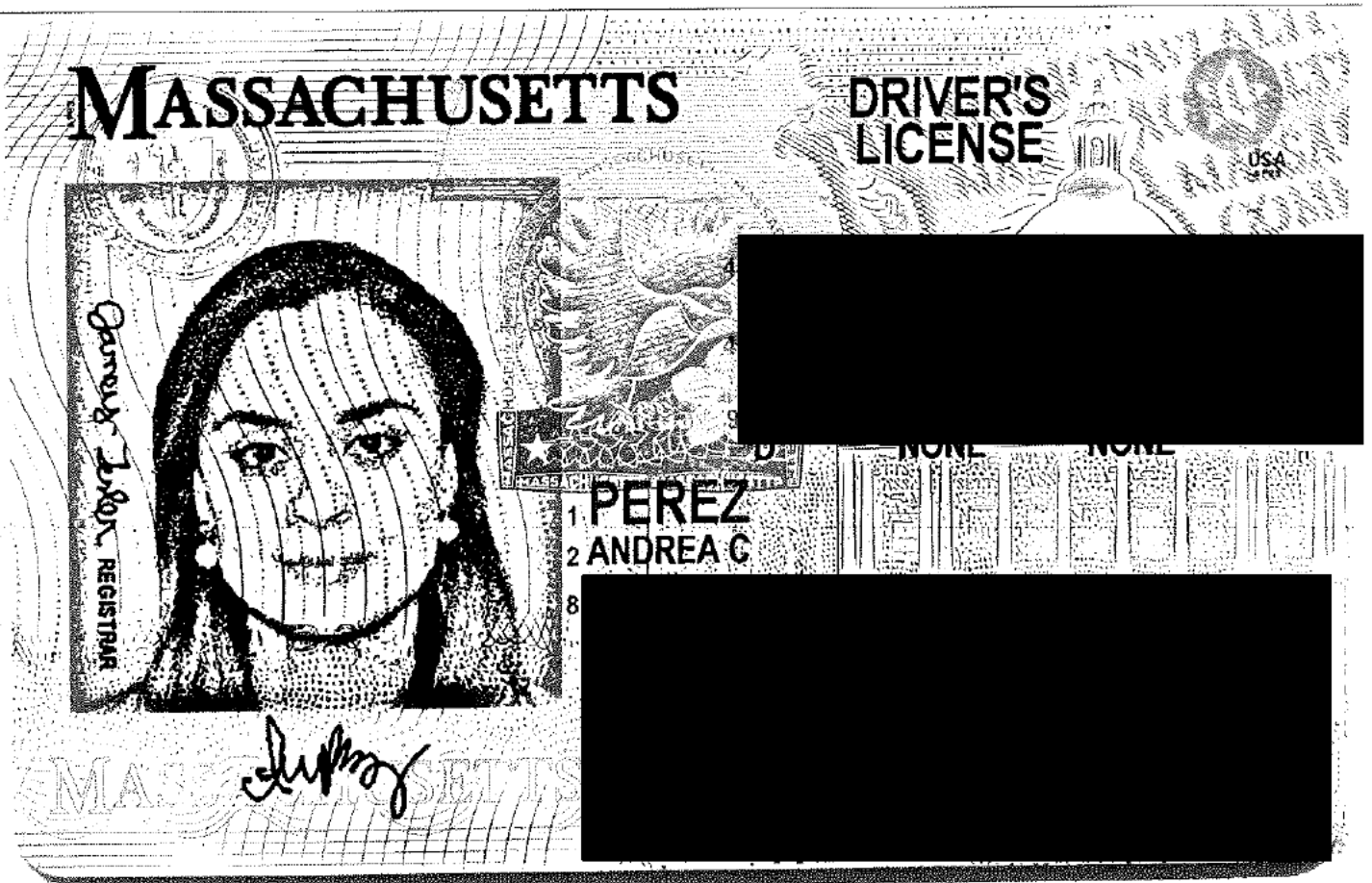
Sex / Sexe / Sexo  
F

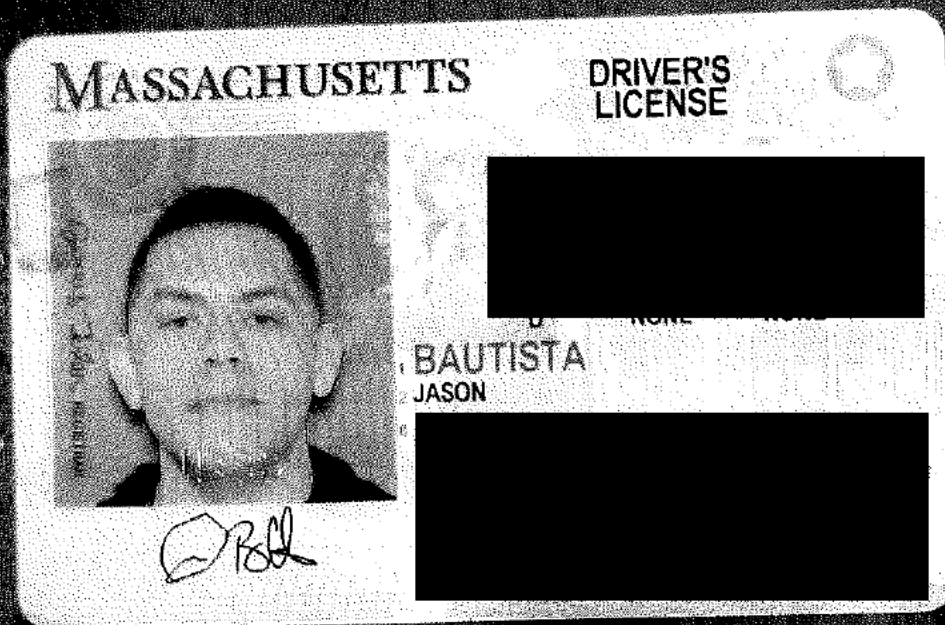
Authority / Autorité / Autoridad  
**United States  
Department of State**

**USA**

[REDACTED]

[REDACTED]





# We the People

Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.



*[Handwritten Signature]*

3

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Pasaporte

P

USA

Surname / Nom / Apellidos

BAUTISTA

Given Names / Prénoms / Nombres

JASON

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Fecha de nacimiento

Lugar de nacimiento

Sex / Sexe / Sexo

M

Fecha de expedición

Authority / Autorité / Autoridad

United States

Department of State

Fecha de caducidad

Anotaciones

USA



*establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
Blessings of Liberty to ourselves and  
Posterity, do ordain and establish this  
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. del Pasaporte

P

USA

Surname / Nom / Apellido

CHANG

Given Names / Prénoms / Nombres

CATARINA I

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

de nacimiento

Sex / Sexe / Sexo

F

de expedición

Authority / Autorité / Autoridad

United States

Department of State

aciones

USA

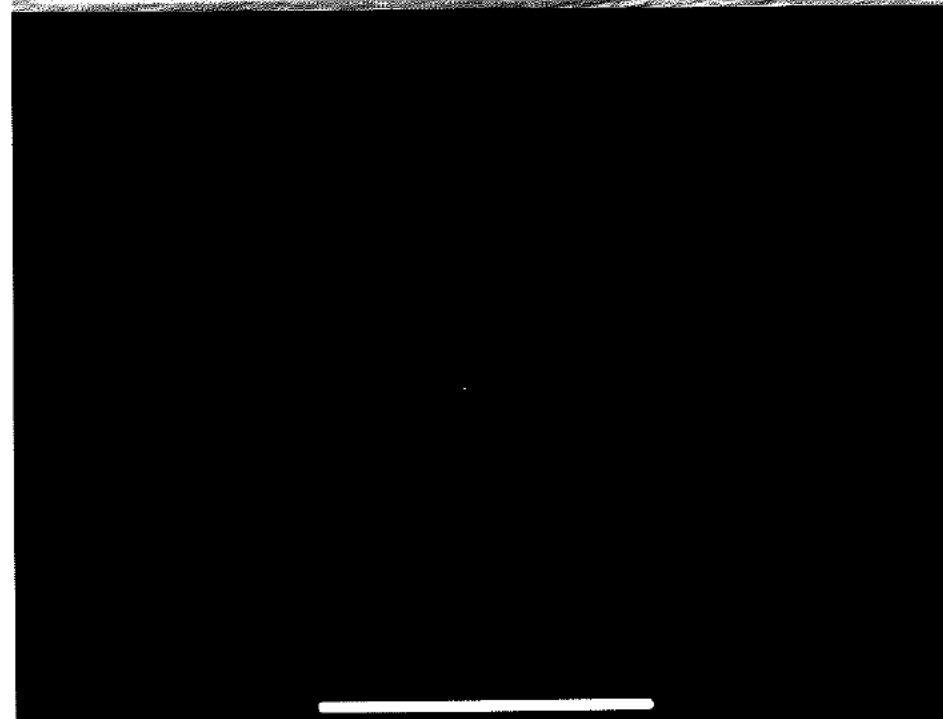
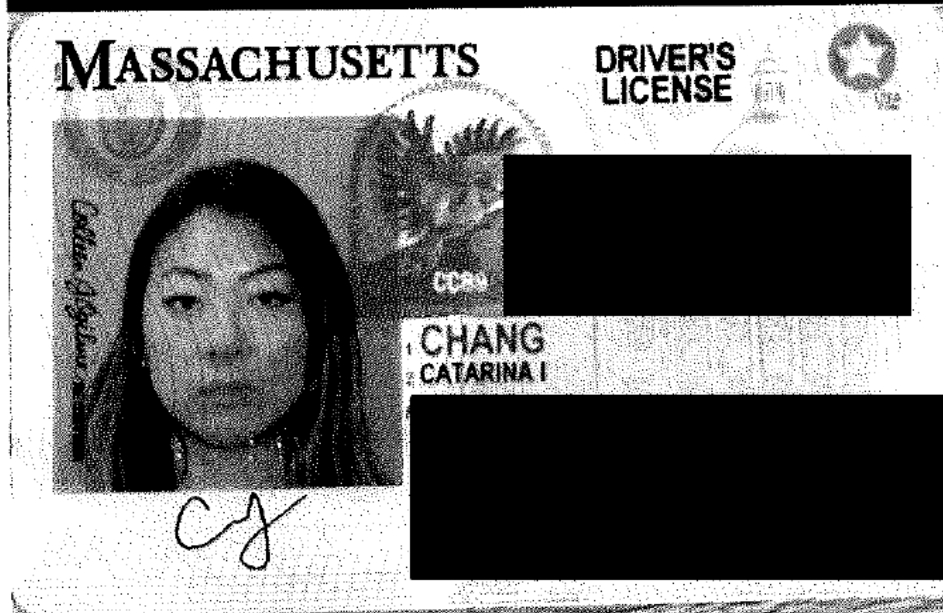


7:13

5G



cat license.jpg



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo

Code / Code / Código

Passport No. / No. du Passeport / No. de Pasaporte

P

USA

Surname / Nom / Apellidos

CARDONA

Given Names / Prénoms / Nombres

KILDER

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Date of birth / Date de naissance / Fecha de nacimiento

A.

Date of expiration / Date d'expiration / Fecha de caducidad

Date of expiration / Date d'expiration / Fecha de caducidad

Anotaciones

Date of issue / Date de délivrance / Fecha de expedición

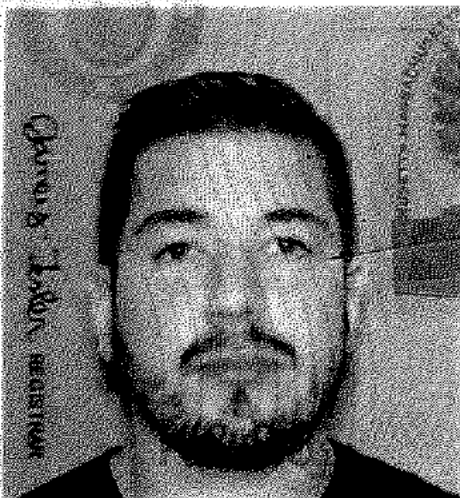
M

Authority / Autorité / Autoridad

United States  
Department of State

MASSACHUSETTS

DRIVER'S  
LICENSE  
NOT FOR FEDERAL ID

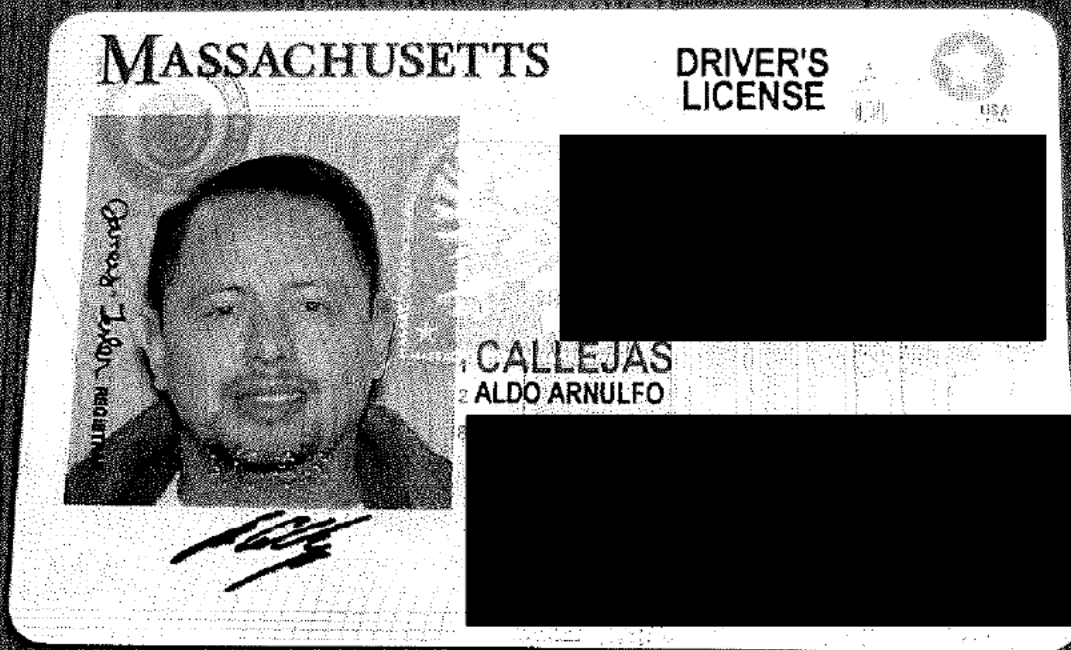


James B. Kilder, Registrar

1 CARDONA  
2 KILDER  
8

A handwritten signature in black ink, appearing to read 'J. Cardona', is written across the bottom of the license card.





**CORPORATE VOTE**

The Board of Directors or LLC Managers of

Sunset group LLC

Entity Name

duly voted to apply to the Licensing Authority of

Brookline

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License                | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA                                |

"VOTED: To authorize

Catarina Chang

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

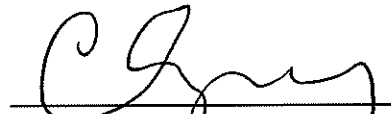
"VOTED: To appoint

Catarina Chang

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

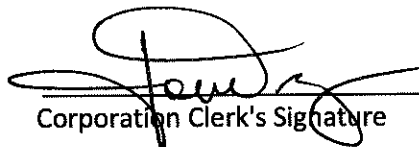


Corporate Officer /LLC Manager Signature

Catarina Chang  
(Print Name)

**For Corporations ONLY**

A true copy attest,



Corporation Clerk's Signature

JOSE PEREZ  
(Print Name)

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** is made as of September \_\_, 2022 by and among Northsiders, LLC, a Massachusetts limited liability company with a principal place of business at 6-B Beacon Street, Boston, Massachusetts 02108 (the "Seller"), and Sunset Group, LLC a Massachusetts limited liability company with a principal place of business at 916 Commonwealth Avenue, Boston, Massachusetts 02128 (the "Buyer").

**WHEREAS**, the Buyer wishes to purchase and the Seller desires to sell all of the assets of The Sunset Cantina (the "Business"), on the terms and conditions set forth in this Purchase Agreement (the "Agreement"); and

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties and agreements contained herein, the parties hereto agree as follows:

### **ARTICLE I** **PURCHASE PRICE**

1.1 **Sale and Purchase of Assets and Purchase Price.** Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell to the Buyer at the Closing (as defined in Section 1.2) the assets of the Corporation and the Buyer agrees to purchase such assets from the Seller. The assets of the Corporation shall include Seller's right title and interest in a certain lease dated August 2, 2018 by and between Seller and Pleasant Ventures Realty Trust (Landlord) for the premises at 916 Commonwealth Ave, Boston, MA 02215, as well as all of the furniture, equipment and fixtures at the premises at the time of the Closing, excluding only the existing dishwasher and two (2) glasswashers which the parties acknowledge and agree are leased from a third-party (the "Assets"). All of the Assets sold and purchased hereunder are "AS IS." The purchase price for the Assets shall be Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) and other good and valuable consideration as described herein.

1.2. **Closing.** The consummation of the purchase and sale of the Business (the "Closing") shall take place within seven (7) days of Buyer obtaining the licenses and permits contemplated hereunder, at 10:30 a.m. at the offices of Riley & Dever, P.C. or at such other time and place as the parties may agree (the "Closing Date"). At the closing, the Seller shall deliver to the Buyer any appropriate instruments to transfer the Assets to the Buyer free and clear of all liens and encumbrances.

Both parties agree that they will, from time to time after the Closing, execute, acknowledge and deliver such further instruments of transfer and/or do such other acts as may be necessary to complete the transactions contemplated herein and under this Agreement.

1.3 **Payment of Purchase Price.** The purchase price for the Assets in the amount of Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00), of which Ten Thousand Dollars (\$10,000.00) has been paid as a deposit and Fifty-one Thousand Two Hundred Fifty Dollars (\$51,250.00) has been paid as an additional deposit as of the signing of this Agreement, and the remaining Five Hundred Fifty-one Thousand Two Hundred Fifty Dollars (\$551,250.00) shall be paid at the Closing by wire to Seller's account or certified bank check.

### **ARTICLE II** **REPRESENTATIONS AND WARRANTIES OF THE BUYER AND THE SELLER**

The Buyer represents and warrants to the Seller the following:

2.1 Neither the execution and delivery of this Agreement and the agreements contemplated hereby by the Buyer, nor the consummation by the Buyer of the transactions contemplated hereby and thereby, will violate any agreement to which the Buyer is a party or by which it is bound.

2.2 The Buyer has not employed any brokers or finders or incurred any liability for any brokerage or finders' fees or commissions in connection with the transactions contemplated hereby.

2.3 The Buyer has the authority and capacity to execute and deliver this Agreement and to consummate the transactions contemplated thereby.

The Seller represents and warrants to the Buyer the following:

2.4 Neither the execution and delivery of this Agreement and the agreements contemplated hereby by the Seller, nor the consummation by the Seller of the transactions contemplated hereby and thereby, will violate any agreement to which the Seller (or either of them) is a party or by which it is bound.

2.5 The Seller has not employed any brokers or finders or incurred any liability for any brokerage or finders' fees or commissions in connection with the transactions contemplated hereby *other than Seller's agreement with The Boston Restaurant Group, Inc.*

2.6 The Seller has the authority and capacity to execute and deliver this Agreement and to consummate the transactions contemplated thereby.

2.7 The Seller is the owner and has good and marketable title to the Business, free from all encumbrances.

2.8 The Seller has complied with all laws, rules and regulations of the town, state and federal governments relative to the Business.

2.9 The Seller has not entered into any contract to sell or grant a security interest in the Business.

2.10 As of the date of Closing there is no litigation or proceedings pending against the Seller and no unpaid third-party creditors which could affect the sale or transfer of the Business to be sold hereunder.

### **ARTICLE III**

#### **CONDITIONS PRECEDENT TO CLOSING**

##### **3.1 Conditions to Closing of the Buyer and the Seller.**

(a) **Representations and Warranties.** The representations and warranties of the Seller contained in this Agreement were true and correct as of the date of this Agreement and shall also be true and correct at and as of the Closing Date.

(b) **Representations and Warranties.** The representations and warranties of the Buyer contained in this Agreement were true and correct as of the date of this Agreement and shall also be true and correct at and as of the Closing Date.

(c) **Lease.** Buyer acknowledges and agrees that Buyer has been reviewed the existing lease and is amenable to its terms. Buyer shall diligently pursue and obtain a new lease or lease amendment and/or assignment, consistent with the terms of the existing lease and with a rent commencement date of November 1, 2022, or before the Closing date. Buyer and Seller shall cooperate in all reasonable and necessary respects with the contemplated new lease, amendment and/or assignment of the existing lease. Buyer and Seller acknowledge and agree that Landlord currently holds a deposit of \$50,000 to secure Seller's performance under the lease. Buyer and Seller further acknowledge and agree that upon the assignment of the existing lease to Buyer, Landlord shall retain the existing deposit to ensure Buyer's performance thereunder and Buyer shall, in addition to the purchase price, reimburse Seller \$50,000 for the same.

(d) **Licenses.** Buyer shall diligently pursue and obtain the necessary licenses and permits to operate the Business, as it is currently being operated, including an All-Alcoholic Beverages License on or before November 1, 2022.

(e) **Certificate of Good Standing.** Seller will provide Buyer with a Certificate of Good Standing from the Massachusetts Department of Revenue, or other documentation indicating that Seller has made an agreement with the Massachusetts Department of Revenue.

(f) **Certificate of Compliance.** Seller will provide Buyer with a Certificate of Compliance from the Massachusetts Department of Unemployment Assistance.

(g) **Liquor License Renewal Fee.** Buyer will pay Seller a pro-rated share of the annual liquor license renewal fee.

#### **ARTICLE IV OTHER PROVISIONS**

4.1 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by a national overnight courier service, such as Federal Express or Airborne Express, or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to the Buyer, to:

John S. Day, Esq.  
Day Law Firm, P.C.  
33 Railroad Avenue, Suite 4  
Duxbury, MA 02332  
Email: jday@jaylaw.com

(b) If to the Seller to:

Joseph P. Dever, Esq.  
 Riley & Dever, P.C.  
 Lynnfield Woods Office Park  
 210 Broadway, Suite 101  
 Lynnfield, MA 01940  
 Email: jdever@rileydever.com

4.2 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term "person" shall mean and include an individual, a sole proprietorship, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

4.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.4 **Severability.** Any provision of this Agreement which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

4.5 **Survival.** All representations and warranties and all other terms, conditions, covenants and agreements set forth herein shall survive the Closing and shall continue to be binding on the parties hereto and their successors and assigns, heirs and legal representatives.

4.6 **Miscellaneous.** This Agreement:

(a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof;

(b) is not intended to and shall not confer upon any other person any rights or remedies hereunder or otherwise with respect to the subject matter hereof, except for rights which may expressly arise as a consequence of Closing;

(c) shall be binding upon and inure to the benefit of the parties hereto;

(d) may only be amended by a writing signed by the parties hereto; and

(e) shall be governed in all respects, including validity, interpretation and effect by the laws of the Commonwealth of Massachusetts. This Agreement has been negotiated by all of the parties and no party shall be treated as the draftsman of this Agreement.

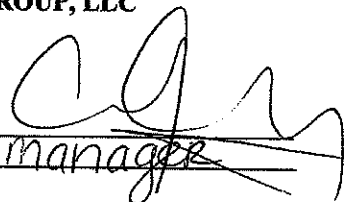
4.7 **Default by Buyer.** In the event Buyer fails to diligently pursue the lease assignment and/or the licenses and permits contemplated hereunder and/or otherwise defaults on the terms and conditions set forth in this Agreement, Seller, may, at any time after giving notice of said default, terminate this Agreement and retain all deposits paid hereunder. Alternatively, at Buyer's request, Seller may extend the time for performance hereunder on terms and conditions satisfactory to Seller, including but not limited to, Buyer assuming responsibility for all payments due Landlord for rent under the terms of the existing lease for the premises.

EXECUTED as a sealed instrument on the date first above written.

**SELLER:**  
**NORTHSIDERS, LLC**

By: William McCarthy  
William McCarthy, Manager

**BUYER:**  
**SUNSET GROUP, LLC**

By:   
Title: manager

**Sunset Group, LLC****OPERATING AGREEMENT**

THIS OPERATING AGREEMENT of SUNSET GROUP, LLC (the "LLC"), dated as of August 3, 2022, is among Aldo A. Callejas, Jason Bautista, Kilder Cardona, Andrea C. Perez, and Catarina Chang (collectively, the "Members," and each individually, a "Member"). The Members, intending to form a limited liability company pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

- 1. Name of LLC.** The name of the LLC is Sunset Group, LLC (the "LLC").
- 2. Business of LLC; Purposes and Powers.**
  - (a) The general character of the business of the LLC is to own and operate one or more restaurants, including the restaurant known as The Sunset Cantina located at 916 Commonwealth Avenue, Brookline, MA 02215, and to engage in such other lawful activities that are directly or indirectly related or incidental thereto.
  - (b) The LLC shall be member managed. All decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Members, by action of a majority in number thereof, unless pursuant to this Agreement, the Act or other applicable law, a greater number or percentage of Members is required. The Members shall have the exclusive right and full authority to manage, conduct and operate the LLC's business. Specifically, but not by way of limitation, the Members shall be authorized, for and on behalf of the LLC to do the following:
    - (i) to borrow money, to issue evidence of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLC's assets, and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;
    - (ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;
    - (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;
    - (iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;
    - (v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement; and,

- (vi) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.
  - (c) Any Member of the LLC is authorized to execute on behalf of the LLC any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts. Any Member is authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property.
- 3. **Office of the Limited Liability Company.** The address of the office of the LLC for purposes of Section 5 of the Act is 916 Commonwealth Avenue, Boston, Massachusetts 02218.
- 4. **Agent for Service of Process.** The name and address of the resident agent for service of process for the LLC is Catarina Chang, 135 Everett Street, East Boston, Massachusetts 02128.
- 5. **Members' Names and Addresses.** The names and business addresses of the Members are set forth on **Schedule A** attached hereto.
- 6. **Term of the LLC.**
  - (a) The term of the LLC commenced on August 3, 2022 upon filing on the date thereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 6(b), below, or pursuant to the Act).
  - (b) The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any of such event. Any such election shall be made by Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members.
- 7. **Capital Contributions, Capital Accounts and Liability of Members.**
  - (a) Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on **Schedule A**, hereto. Additional capital contributions may be made by any Member if agreed to by all Members.  
  
Except as otherwise provided in this Section 7, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.
  - (b) A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended ("I.R.C."). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair

market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

- (c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions, *provided, however*, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his capacity as a Member, shall have any liability to restore any negative balance in his Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

**8. Return of Contributions.** The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

**9. Share of Net Profits, Net Losses and Cash Distributions.**

- (a) During the term of the LLC, the net cash flow, net proceeds of any investments made by the LLC, and any other distributions of cash or other property of the LLC, shall be distributed among the Members in proportion to their respective capital contributions. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 9(b)) in proportion to and to the extent of such positive balances.

A Member, regardless of the nature of his contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

- (b) Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the I.R.C., allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

- (c) No Member shall have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

**10. Substitution and Assignment of a Member's Interest; Resignation; Additional Members.**

- (a) No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.
- (b) No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.
- (c) Other than the procedure set forth in Section 11 of this Agreement, a Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members.
- (d) Additional Members may be admitted to the LLC if agreed to by all Members and, upon admittance, shall be bound by the terms of this Operating Agreement.

**11. Voluntary Withdrawal or Retirement of a Member.**

- (a) Notwithstanding any other provision of this Agreement, if a Member desires voluntarily to withdraw or retire from the business and affairs of the LLC, or otherwise withdraws from the LLC (a "Leaving Member"), he or she shall give written notice thereof to the LLC and to all the other Members (such written notice to specify the effective date of such voluntary withdrawal or retirement, which shall not be less than 60 days from the date of the written notice) and the LLC shall have the obligation, upon a date not more than six (6) months after the effective date of the Leaving Member's withdrawal or retirement (the "Agreed Upon Purchase Date"), to purchase all of the Leaving Member's interest in the LLC at a price as set forth in Section 11(b). The payment of such purchase price shall be completed within five (5) years of the effective date of the Leaving Member's retirement or withdrawal, pursuant to a promissory note with, among other usual and customary terms, a repayment schedule of 60 months and an annual interest rate of not less than 5% per annum.
- (b) In the case of a voluntary withdrawal or retirement, the Leaving Member shall have the right to sell his or her shares to a new Member, if the sale to the new Member is approved by all of the remaining Members. If the Leaving Member does not sell his or her shares to a new Member and the LLC is required to purchase the Leaving Member's interest pursuant to Section 11(a), the value of the Leaving Member's interest will be equal to the Member's pro-rata interest of the LLC's then-value x 0.75. For the purpose of determining the

LLC's then-value as of the Agreed Upon Purchase Date, the Members (including the Leaving Member) will either unanimously agree upon the then-value or jointly retain an appropriate valuation and/or appraisal firm for the purpose of ascertaining the then-current value of the LLC.

## 12. Death of a Member

- (a) If a Member dies, such Member's executor, administrator, or trustee shall automatically become an assignee (the "Assignee") of the Interest of the deceased Member. The Assignee shall have all the rights of a Member for the purpose of settling or managing such deceased Member's estate, but shall not be a Member, shall not have the power to vote such Member's interest, and shall not be entitled to distributions.
- (b) Except for a Member who has not paid in full his or her debt to either an existing Member or a former Member relating to the purchase of Member interests, upon a Member's death, the LLC shall, upon a date not more than three (3) months after the date of the Member's death, purchase and the Assignee shall sell the Member interest of the deceased Member to the LLC, at a price equal to the most recent Valuation as defined in Section 12(c) ("the Deceased Member Purchase Price"). The LLC shall maintain life insurance policies on its Members in amounts necessary to cover this obligation. The LLC shall be the owner of these life insurance policies, and each Member shall have the right to designate residual beneficiaries. In the event that a Member is "uninsurable" or the insurance policy does not pay a death benefit sufficient to satisfy the Deceased Member Purchase Price for any reason, payment of such purchase price shall be completed within five (5) years of the Member's death, pursuant to a promissory note with, among other usual and customary terms, a repayment schedule of 60 months and an annual interest rate of not less than 5% per annum. Immediately upon receipt of insurance proceeds or a promissory note from the LLC, the Member's estate or survivor shall transfer the deceased Member's interest in the LLC to the LLC.
- (c) The Deceased Member's Purchase Price will be equal to the deceased Member's pro-rata interest of the LLC at the time of the deceased Member's death. For the purpose of determining the LLC's value at the time of the deceased Member's death, the Members and the Assignee will either unanimously agree upon the value or jointly retain an appropriate valuation and/or appraisal firm for the purpose of ascertaining the value of the LLC at the time of the deceased Member's death.

## 13. Meetings.

- (a) The Members shall hold at least one (1) meeting per calendar year, on a date mutually agreed upon by all of the Members.
- (b) Additional meetings of the Members shall occur from time to time on an *ad hoc* basis based upon the convenience of the Members and necessity thereof. Written notice of the time, date and place of the foregoing is not required.

- (c) Meetings may be held via any medium of communication.
- (d) A quorum of any meeting of the Members shall require the presence of the majority of the Members.
- (e) Any matter that is to be voted on, consented to or approved by Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing, by all of the Members.

**14. Confidentiality and Nondisclosure.**

- (a) The Members agree to take all reasonable steps to maintain the confidentiality of, and refrain from disclosing, any information and/or documents that are of a financial and/or proprietary nature, including but not limited to financial statements and records, employee records, marketing and/or customer information, promotional strategies, and any other information and/or documents that a majority of the Members designate as subject to this Confidentiality and Nondisclosure provision.
- (b) Each Member agrees: (i) that money damages alone would not be a sufficient remedy for any breach or threatened breach of this Confidentiality and Nondisclosure provision; and (ii) that, in addition and without prejudice to all other remedies the LLC may have hereunder, at law or in equity, the LLC shall be entitled to specific performance of this Confidentiality and Nondisclosure provision, or injunctive or other equitable relief, as a remedy for any such breach or threatened breach. Each Member further agrees to waive any requirement for the securing or posting of any bond by the LLC in connection with the enforcement of any such remedy.
- (c) Each Member agrees to be bound by this Confidentiality and Nondisclosure provision for a period of five (5) years following the Member's withdrawal and/or retirement from the LLC.

**15. Miscellaneous.**


- (a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members and their duly authorized representatives shall, at all reasonable times, have access to such books.
- (b) Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year [unless I.R.C. § 706 requires the use of a different taxable year in which case the fiscal year shall be the same as such taxable year].
- (c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) that is a member of the Federal Deposit Insurance Corporation, which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the

property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.


- (d) A majority of the Members shall make decisions regarding the hiring, retention, and termination of employees, subcontractors, and vendors, unless the Members unanimously agree in writing on a different methodology for making such decisions.
- (e) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.
- (f) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
- (g) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- (h) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.
- (i) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC in his capacity as a Member.
- (j) The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself and his successors, representatives, heirs and assigns, hereby waives any such right.
- (k) It is the intention of the Members that, during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his interest in the LLC shall be subject to the limitations and restrictions of this Agreement.
- (l) This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Members have signed to and entered this Agreement as of the date first above written.


**MEMBERS:**

  
Aldo Callejas (Aug 16, 2022 17:38 GMT+2)

Aldo A. Callejas

  
Jason bautista (Aug 16, 2022 12:08 EDT)

Jason Bautista

  
Kilder Cardona (Aug 15, 2022 20:55 EDT)

Kilder Cardona

*Andrea Perez*  
Andrea Perez (Aug 16, 2022 15:39 EDT)

Andrea C. Perez

  
catarina chang (Aug 16, 2022 13:07 EDT)

Catarina Chang

**Sunset Group, LLC**  
**SCHEDULE A TO OPERATING AGREEMENT**

<b><u>Names and Addresses of Members</u></b>	<b><u>Capital Contribution</u></b>
Aldo A. Callejas [REDACTED]	\$140,000
Jason Bautista [REDACTED]	\$140,000
Kilder Cardona [REDACTED]	\$140,000
Andrea C. Perez [REDACTED]	\$140,000
Catarina Chang [REDACTED]	\$140,000

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STATEMENT OF ACCOUNT



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KOREAN FUSION INC  
9 GREAT POND DR  
BOXFORD MA 01921

Page: 1 of 6  
Statement Period: Jul 01 2022-Jul 31 2022  
Cust Ref #: 8 [REDACTED]  
Primary Account #: [REDACTED]

**TD Business Premier Checking**

KOREAN FUSION INC

Account # 826-1725714

**ACCOUNT SUMMARY**

Beginning Balance	392,232.50	Average Collected Balance	344,237.60
Deposits	94,721.80	Interest Earned This Period	0.00
Electronic Deposits	137,995.67	Interest Paid Year-to-Date	0.00
		Annual Percentage Yield Earned	0.00%
Checks Paid	55,579.49	Days in Period	31
Electronic Payments	176,996.31		
Other Withdrawals	113,721.80		
Ending Balance	278,652.37		

**DAILY ACCOUNT ACTIVITY****Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
07/05	DEPOSIT	94,721.80
	Subtotal:	94,721.80

**Electronic Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
07/01	CCD DEPOSIT, TOAST DEP J	3,780.87
07/01	CCD DEPOSIT, DOORDASH,	482.38
07/05	CCD DEPOSIT, TOAST DEP J	8,363.80
07/05	CCD DEPOSIT, TOAST DEP J	8,222.62
07/05	CCD DEPOSIT, TOAST DEP J	5,081.39
07/05	CCD DEPOSIT, TOAST DEP J	2,615.24
07/05	CCD DEPOSIT, STRIPE TRAN	29.65
07/06	CCD DEPOSIT, TOAST DEP J	3,120.43
07/06	CCD DEPOSIT, EZCATER PA	773.15
07/06	CCD DEPOSIT, STRIPE TRAN	79.17
07/06	CTX DEPOSIT, DELIVERY.CO	13.88
07/07	CCD DEPOSIT, TOAST DEP J	1,911.95
07/07	CCD DEPOSIT, STRIPE TRAN	53.07
07/08	CCD DEPOSIT, TOAST DEP J	2,648.93
07/08	CCD DEPOSIT, DOORDASH,	698.79
07/08	CCD DEPOSIT, STRIPE TRAN	110.11
07/11	CCD DEPOSIT, TOAST DEP J	8,739.51
07/11	CCD DEPOSIT, TOAST DEP J	5,714.64
07/11	CCD DEPOSIT, TOAST DEP J	2,717.67
07/11	CCD DEPOSIT, CATERCOW	1,615.86

# How to Balance your Account

Page:

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**Begin by adjusting your account register as follows:**

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

①	<b>Ending Balance</b>	<b>278,652.37</b>
②	<b>Total Deposits</b>	<b>+</b>
③	<b>Sub Total</b>	
④	<b>Total Withdrawals</b>	<b>-</b>
⑤	<b>Adjusted Balance</b>	

② DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Deposits</b>		②

④ WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Withdrawals</b>		④

## FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

**TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377**

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

## INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

### In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**FINANCE CHARGES:** Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

**Bank**

America's Most Convenient Bank®

## STATEMENT OF ACCOUNT

KOREAN FUSION INC

Page:  
 Statement Period:  
 Cust Ref #:  
 Primary Account #:

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Jul 01 2022-Jul 31 2022

## DAILY ACCOUNT ACTIVITY

**Electronic Deposits (continued)**

POSTING DATE	DESCRIPTION	AMOUNT
07/11	CCD DEPOSIT, STRIPE TRAN	16.24
07/12	CCD DEPOSIT, TOAST DEP J	8,394.48
07/12	CCD DEPOSIT, TOAST CBW J	215.15
07/12	CCD DEPOSIT, STRIPE TRAN	95.67
07/13	CCD DEPOSIT, TOAST DEP J	2,642.13
07/13	CCD DEPOSIT, EZCATER PAY	348.64
07/14	CCD DEPOSIT, TOAST DEP J	3,841.78
07/14	CCD DEPOSIT, STRIPE TRAN	44.47
07/15	CCD DEPOSIT, TOAST DEP J	1,982.30
07/15	CCD DEPOSIT, DOORDASH, I	764.94
07/18	CCD DEPOSIT, TOAST DEP J	8,725.65
07/18	CCD DEPOSIT, TOAST DEP J	5,788.39
07/18	CCD DEPOSIT, TOAST DEP J	2,255.15
07/18	CCD DEPOSIT, STRIPE TRAN	50.36
07/19	CCD DEPOSIT, TOAST DEP J	3,363.08
07/19	CCD DEPOSIT, STRIPE TRAN	178.87
07/20	CCD DEPOSIT, EZCATER PAY	1,209.80
07/20	CCD DEPOSIT, TOAST DEP J	1,092.64
07/20	CCD DEPOSIT, TOAST INC AC	50.80
07/20	CCD DEPOSIT, STRIPE TRAN	34.63
07/20	CTX DEPOSIT, DELIVERY.CO	15.40
07/21	CCD DEPOSIT, TOAST DEP J	1,899.46
07/21	CCD DEPOSIT, STRIPE TRAN	117.83
07/22	CCD DEPOSIT, TOAST DEP J	3,168.99
07/22	CCD DEPOSIT, DOORDASH, I	515.23
07/22	CCD DEPOSIT, STRIPE TRAN	143.12
07/25	CCD DEPOSIT, TOAST DEP J	14,814.24
07/25	CCD DEPOSIT, TOAST DEP J	5,539.90
07/25	CCD DEPOSIT, TOAST DEP J	2,617.85
07/26	CCD DEPOSIT, TOAST DEP J	2,980.98
07/26	CCD DEPOSIT, STRIPE TRAN	50.02
07/27	CCD DEPOSIT, TOAST DEP J	2,160.32
07/27	CCD DEPOSIT, EZCATER PAY	844.49
07/27	CCD DEPOSIT, STRIPE TRAN	85.48
07/28	CCD DEPOSIT, TOAST DEP J	1,801.40
07/29	CCD DEPOSIT, TOAST DEP J	2,665.70
07/29	CCD DEPOSIT, DOORDASH, I	648.65
07/29	CCD DEPOSIT, STRIPE TRAN	58.33

Subtotal: 137,995.67

**Bank**

America's Most Convenient Bank®

## STATEMENT OF ACCOUNT

KOREAN FUSION INC

Page: 4 of 6  
 Statement Period: Jul 01 2022-Jul 31 2022  
 Cust Ref #: XXXXXXXXXX  
 Primary Account #: XXXXXXXXXX

## DAILY ACCOUNT ACTIVITY

<b>Checks Paid</b>			*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments		
DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
07/07	7003	295.44	07/05	16936	341.11
07/07	7040*	580.40	07/28	16945*	27.99
07/07	7044*	351.44	07/05	16946	46.52
07/12	7052*	321.46	07/05	16949*	41.30
07/08	7054*	485.00	07/06	16950	562.29
07/08	7056*	229.96	07/05	16952*	1,641.25
07/07	7058*	2,610.36	07/05	16953	1,200.42
07/05	7059	603.00	07/06	16954	1,297.76
07/07	7060	1,372.30	07/05	16955	1,270.25
07/06	7061	325.57	07/01	16956	879.43
07/01	7062	13,462.02	07/05	16957	824.49
07/06	7063	329.40	07/06	16958	1,139.62
07/06	7064	312.15	07/28	16960*	9.03
07/08	7065	7,000.00	07/25	16962*	23.70
07/06	7066	318.30	07/18	16963	74.28
07/07	7067	578.72	07/21	16964	199.90
07/12	7069*	810.00	07/18	16965	163.06
07/29	7071*	29.27	07/19	16967*	481.14
07/11	7076*	3,059.90	07/18	16968	158.18
07/18	7077	75.00	07/19	16969	508.85
07/11	7078	603.00	07/18	16970	1,525.33
07/12	7087*	1,010.00	07/18	16971	1,144.97
07/12	7088	581.85	07/26	16972	1,233.04
07/28	7089	370.00	07/18	16973	1,133.09
07/05	7249*	525.00	07/19	16974	831.73
07/28	16919*	23.42	07/21	16975	814.55
07/08	16920	17.09	07/19	16976	1,110.52
07/05	16921	35.41	07/28	16977	529.77
07/05	16935*	11.92	07/29	16982*	38.54
Subtotal:					55,579.49

**Bank**

America's Most Convenient Bank®

## STATEMENT OF ACCOUNT

KOREAN FUSION INC

Page:  
 Statement Period:  
 Cust Ref #:  
 Primary Account #:

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 Jul 01 2022-Jul 31 2022

## DAILY ACCOUNT ACTIVITY

**Electronic Payments**

POSTING DATE	DESCRIPTION	AMOUNT
07/01	5CD DEBIT, AMEX EPA	10,000.00
07/01	5CD DEBIT, SYSCO CO	745.01
07/01	5CD DEBIT, BALDOR S	295.45
07/01	5CD DEBIT, MA RETAIL	205.00
07/05	ELECTRONIC PMT-WE	400.00
07/05	ELECTRONIC PMT-WE	35.28
07/06	5CD DEBIT, AMEX EPA	5,000.00
07/06	5CD DEBIT, CAPITAL C	3,000.00
07/06	ACH DEBIT, MARTIGNI	1,953.70
07/07	ELECTRONIC PMT-WE	4,860.02
07/07	ELECTRONIC PMT-WE	1,973.72
07/07	5CD DEBIT, SBA LOAN	800.00
07/07	5CD DEBIT, WBMASON	373.27
07/08	5CD DEBIT, SYSCO CO	1,625.58
07/08	5CD DEBIT, ADP PAYR	106.72
07/08	5CD DEBIT, TOAST, IN	30.12
07/12	5CD DEBIT, COMM OF	8,615.61
07/12	5CD DEBIT, COMM OF	235.10
07/13	5CD DEBIT, TRAVELEP	3,463.04
07/13	ELECTRONIC PMT-WE	1,580.81
07/13	ACH DEBIT, AMERICA	454.60
07/14	5CD DEBIT, ADP TAX A	7,112.02
07/14	5CD DEBIT, ADP WAG	6,573.90
07/14	ELECTRONIC PMT-WE	495.37
07/14	5CD DEBIT, PEST ELIM	248.23
07/15	5CD DEBIT, SYSCO CO	2,029.02
07/18	eTransfer Debit, Online Transfer to CK 8244811	3,500.00
07/18	5CD DEBIT, AMERICA	454.60
07/19	ELECTRONIC PMT-WE	3,000.00
07/20	ACH DEBIT, MARTIGNI	1,784.79
07/20	ELECTRONIC PMT-WE	1,753.70
07/20	ELECTRONIC PMT-WE	456.22
07/21	eTransfer Debit, Online Transfer to CK 8244811	7,500.00
07/21	5CD DEBIT, EASTERN	700.00
07/21	5CD DEBIT, BALDOR S	699.42
07/22	5CD DEBIT, SYSCO CO	1,439.77
07/22	5CD DEBIT, COMM OF	217.96
07/22	5CD DEBIT, ADP PAYR	141.72

**Bank**

America's Most Convenient Bank®

## STATEMENT OF ACCOUNT

KOREAN FUSION INC

Page: 6 of 6  
 Statement Period: Jul 01 2022-Jul 31 2022  
 Cust Ref #: XXXXXXXXXX  
 Primary Account #: XXXXXXXXXX

## DAILY ACCOUNT ACTIVITY

**Electronic Payments (continued)**

POSTING DATE	DESCRIPTION	AMOUNT
07/25	eTransfer D Transfer to <span style="background-color: black; color: black;">XXXXXXXXXX</span>	12,000.00
07/25	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	316.09
07/25	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	85.49
07/26	ELECTRON <span style="background-color: black; color: black;">XXXXXXXXXX</span>	1,250.00
07/27	eTransfer D Transfer to <span style="background-color: black; color: black;">XXXXXXXXXX</span>	35,000.00
07/27	eTransfer D Transfer to <span style="background-color: black; color: black;">XXXXXXXXXX</span>	15,000.00
07/27	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	9,920.04
07/28	ACH DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	519.56
07/29	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	7,413.64
07/29	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	7,154.09
07/29	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	2,000.00
07/29	5CD DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	1,477.65
07/29	TDBANK B CHECK# <span style="background-color: black; color: black;">XXXXXXXXXX</span>	1,000.00
<b>Subtotal:</b>		<b>176,996.31</b>

**Other Withdrawals**

POSTING DATE	DESCRIPTION	AMOUNT
07/05	WITHDRAWAL TRANSFER, To Checking <span style="background-color: black; color: black;">XXXXXXXXXX</span>	94,721.80
07/07	DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	7,000.00
07/20	DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	7,000.00
07/28	DEBIT <span style="background-color: black; color: black;">XXXXXXXXXX</span>	5,000.00
<b>Subtotal:</b>		<b>113,721.80</b>

## DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
06/30	392,232.50	07/18	361,656.75
07/01	370,908.84	07/19	359,266.46
07/05	388,245.59	07/20	350,675.02
07/06	377,993.43	07/21	342,778.44
07/07	359,162.78	07/22	344,806.33
07/08	353,126.14	07/25	355,353.04
07/11	368,267.16	07/26	355,901.00
07/12	365,398.44	07/27	299,071.25
07/13	362,890.76	07/28	294,392.88
07/14	352,347.49	07/29	278,652.37
07/15	353,065.71		



FIDELITY ACCOUNT JASON BAUTISTA AND LEIDY N GUILLEN  
BAUTISTA - WITH RIGHTS OF SURVIVORSHIP TOD

Account Number [REDACTED]

Envelope # BMRQFKBBGCMC

**Your Net Account Value: \$94,737.36**

Change from Last Period: ▲ \$20,834.41

	This Period	Year-to-Date
Beginning Net Account Value	\$73,902.95	\$91,991.06
Additions	3,200.00	34,359.38
Subtractions	-294.82	-6,070.36
Transaction Costs, Fees & Charges	-	-33.71
Change in Investment Value *	17,929.23	-25,542.72
Ending Net Account Value **	\$94,737.36	\$94,737.36
Accrued Interest (AI)	0.00	
Ending Account Net Value Incl. AI	\$94,737.36	

Contact Information

Online	Fidelity.com
FAST®-Automated Telephone	(800) 544-5555
Customer Service	(800) 544-6666

\* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity in or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

\*\* Excludes unpriced securities.

12.A.





## Account Summary

Account **JASON BAUTISTA - JOINT WROS - TOD**

Net Account Value:

**\$94,737.36**

Account Holdings

Change in Account Value

**▲ \$20,834.41**

This Period Year-to-Date

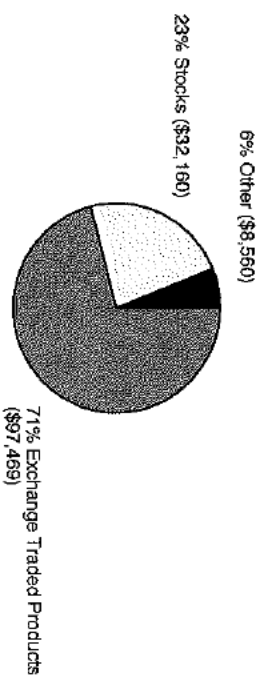
Beginning Net Account Value	\$73,902.95	\$91,991.06
Additions	3,200.00	34,359.38
Deposits	3,200.00	29,359.38
Exchanges In	-	5,000.00
Subtractions	-294.82	-6,070.36
Exchanges Out	-	-5,000.00
Transaction Costs, Fees & Charges	-	-33.71
Margin Interest	-294.82	-1,036.65
Change in Investment Value *	17,929.23	-25,542.72
Ending Net Account Value	\$94,737.36	\$94,737.36
Accrued Interest (AI)	0.00	
Ending Net Account Value Incl. AI	\$94,737.36	

### Balance Details

Market Value of Holdings	\$138,190.48
Net Debit Balance	-43,453.12
Ending Net Account Value	\$94,737.36

Total Account Trades Aug 2021 - Jul 2022: 0

\* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.



## Top Holdings

Description	Value	Percent of Account
Direxion Shs ETF Tr Daily DJ Bull	\$53,550	39%
Coca-Cola CO	18,095	13
Select Sector Spdr Tr Energy	14,115	10
Total	\$85,761	62%

Please note that, due to rounding, percentages may not add to 100%.

## Income Summary

	This Period	Year-to-Date
Taxable	\$184.03	\$1,345.68
Dividends	184.03	1,345.68
Total	\$184.03	\$1,345.68

12.A.

## Core Account and Credit Balance Cash Flow

	This Period	Year-to-Date
<b>Beginning Balance</b>	<b>-\$46,542.33</b>	<b>\$6,656.12</b>
<b>Investment Activity</b>		
Securities Bought	-	-\$2,007,325.51
Securities Sold	-	1,927,529.15
Dividends, Interest & Other Income D	184.03	1,345.68
Exchanges In	-	5,000.00
Exchanges Out	-	-5,000.00
Other Activity In	-	18.71
<b>Total Investment Activity</b>	<b>\$184.03</b>	<b>-\$78,431.97</b>
<b>Cash Management Activity</b>		
Deposits	3,200.00	29,359.38
Margin Interest	-294.82	-1,036.65
<b>Total Cash Management Activity</b>	<b>\$2,905.18</b>	<b>\$28,322.73</b>
<b>Ending Balance</b>	<b>-\$43,453.12</b>	<b>-\$43,453.12</b>

Realized Gains and Losses from Sales (May not reflect all gains and losses due to incomplete cost basis)			
	This Period	Year-to-Date	
<b>Net Short-term Gain/Loss</b>	-	<b>-5,524.46</b>	
Short-term Gain	-	24,357.09	
Short-term Loss	-	-316,680.70	
Short-term Disallowed Loss	-	286,779.15	
<b>Net Long-term Gain/Loss</b>	-	<b>451.22</b>	
Long-term Gain	-	462.40	
Long-term Loss	-	-11.18	
<b>Net Gain/Loss</b>	-	<b>-\$5,073.24</b>	

Margin Information (as of July 31, 2022)  
 Margin balance -\$43,453.12  
 Maximum amount you can borrow \$23,827.73  
 Maximum rate that could currently apply 10.07%

## Holdings

### Exchange Traded Products

Includes exchange-traded funds (ETFs), exchange-traded notes (ETNs), and other exchange-traded vehicles.

Description	Beginning Market Value Jul 1, 2022	Quantity Jul 31, 2022	Price Per Unit Jul 31, 2022	Ending Market Value Jul 31, 2022	Total Cost Basis	Unrealized Gain/Loss Jul 31, 2022	EAI (\$)/ EY (%)
<b>Equity ETFs</b>							
M DIRECTION SHS ETF TR DAILY DJ BULL (WEBL)	\$40,500.00	5,000,000	\$10.7100	\$53,550.00	\$78,164.97	-\$24,614.97	-
M FIDELITY MSCI UTILS INDEX ETF (FUTV)	11,056.85	245,000	47.7400	11,696.30	10,395.08	1,301.22	296.94
M FIRST TRUST WATER ETF (FIW)	4,751.34	66,000	81.2500	5,362.50	5,563.40	-200.90	30.52
							0.570



## Holdings

Account: JASON BAUTISTA - JOINT WHOS - TOD

### Exchange Traded Products (continued)

Description	Beginning Market Value Jul 1, 2022	Quantity Jul 31, 2022	Price Per Unit Jul 31, 2022	Ending Market Value Jul 31, 2022	Total Cost Basis	Unrealized Gain/Loss Jul 31, 2022	EAI (\$)/ EY (%)
Equity ETPs (continued)							
M INVECO EXCHANGE TRADED FD TR	5,084.20	110,000	52.1700	5,738.70	5,949.96	-211.26	14.23 0.250
WATER							
RES ETF (PHO)	4,634.70	105,000	48.9500	5,139.75	5,677.99	-538.24	101.21 1.970
M INVECO EXCH TRADED FD TR II S&P GBL							
WATER (GGW)							
M INVECO EXCH TRADED FD TR II NASDAQ 100	921.60	8,000	129.7900	1,038.32	1,133.22	-94.90	1.43 0.140
ETF (QQQM)							
M SPDR PORTFOLIO S&P 500 HIGH DIVIDEND	798.20	20,000	41.4100	828.20	849.89	-21.69	31.44 3.800
ETF (SPYD)							
M SELECT SECTOR SPDR TR ENERGY (XLE)	12,871.80	180,000	78.4200	14,115.60	9,049.38	5,066.22	504.35 3.570
Total Equity ETPs (71% of account holdings)	\$80,618.69			\$97,469.37	\$116,783.89	-\$19,314.52	980.12
Total Exchange Traded Products (71% of account holdings)	\$80,618.69			\$97,469.37	\$116,783.89	-\$19,314.52	\$980.12

## Stocks

Description	Beginning Market Value Jul 1, 2022	Quantity Jul 31, 2022	Price Per Unit Jul 31, 2022	Ending Market Value Jul 31, 2022	Total Cost Basis	Unrealized Gain/Loss Jul 31, 2022	EAI (\$)/ EY (%)
Common Stock							
M AT&T INC COM USD1 (T)	\$5,973.60	285,000	\$18.7800	\$5,352.30	\$6,091.24	-\$738.94	\$316.35 5.910%
M CAMPBELL SOUP CO CAP USD0.0375 (CPB)	7,591.90	158,000	49.3500	7,797.30	6,877.98	919.32	233.84 3.000
M COCA-COLA CO (KO)	17,740.62	282,000	64.1700	18,095.94	14,695.65	3,400.29	496.32 2.740
M WARNER BROS DISCOVERY INC COM SER A (WBD)	818.62	61,000	15.0000	915.00	1,664.20	-749.20	-

## Holdings

Account XXXXXXXXXX  
JASON BAUTISTA - JOINT WROS - TOD

### Stocks (continued)

Description	Beginning Market Value Jul 1, 2022	Quantity Jul 31, 2022	Price Per Unit Jul 31, 2022	Ending Market Value Jul 31, 2022	Total Cost Basis	Unrealized Gain/Loss Jul 31, 2022	EAI (\$)/ EY (%)
<b>Common Stock (continued)</b>							
Total Common Stock (23% of account holdings)	\$32,124.74			\$32,160.54	\$29,329.07	\$2,831.47	\$1,046.51
Total Stocks (23% of account holdings)	\$32,124.74			\$32,160.54	\$29,329.07	\$2,831.47	\$1,046.51

### Other

Description	Beginning Market Value Jul 1, 2022	Quantity Jul 31, 2022	Price Per Unit Jul 31, 2022	Ending Market Value Jul 31, 2022	Total Cost Basis	Unrealized Gain/Loss Jul 31, 2022	EAI (\$)/ EY (%)
MCARETRUST REIT INC COM (CTRE)	\$4,167.44	226,000	\$20.6500	\$4,686.90	\$5,102.58	-\$435.68	\$248.80 5.330%
MSABRA HEALTH CARE REIT INC COM USD0.01 (SBRA)	3,534.41	253,000	15.3900	3,893.67	3,971.52	-77.85	303.60 7.800
Total Other (6% of account holdings)	\$7,701.85			\$8,580.57	\$9,074.10	-\$513.53	\$552.20
<b>Total Holdings</b>							
				\$138,190.48	\$155,187.06	-\$16,996.58	\$2,578.33
				-43,453.12			
				\$94,737.36			

All positions held in margin account unless indicated otherwise.

EAI **Estimated Annual Income (EAI) & Estimated Yield (EY)**- EAI is an estimate of annual income for a specific security position over the next rolling 12 months. EAI may be negative on short & EY positions. EY is calculated by dividing the current EAI for a security position by its statement closing date market value. EAI and EY are estimates only and may include return of principal and/or capital gains, which would render them overstated. Actual income and yield might be lower or higher than the estimated amounts. **For calculation details, refer to the "Additional Information and Endnotes" section.**

Total Cost Basis does not include the cost basis on core, money market or other positions where cost basis is unknown or not applicable.

M Position held in margin account.

12.A.



## Activity

Account: **JASON BAUTISTA - JOINT WROS - TOD**

### Dividends, Interest & Other Income

(Includes dividend reinvestment)

Settlement Date	Security Name	Symbl/CUSIP	Description	Quantity	Price	Amount
07/01	Coca-Cola CO	191216100	Dividend Received	-	-	\$121.88
07/15	CARETRUST REIT INC COM	14174T107	Dividend Received	-	-	62.15
Total Dividends, Interest & Other Income						\$184.03

### Margin Interest

Period	Period Balance	Interest Rate	Average Daily Balance	Interest Paid	Period	Period Balance	Interest Rate	Average Daily Balance	Interest Paid
06/21-07/20	43,558	9.325%	45,527	-\$294.82	Total Year-to-Date				-\$1,036.65
Total This Period				-\$294.82					

### Deposits

Date	Reference	Description	Amount
07/05		Deposit Verimo Cashout	\$400.00
07/07		Eft Funds Received E125409624 /web Jpmorgan Chase Bank, Na *****2013	400.00
07/14		Deposit Verimo Cashout	400.00
07/18		Eft Funds Received E126455139 /web Jpmorgan Chase Bank, Na *****2013	1,200.00
07/19		Deposit Verimo Cashout	400.00
07/27		Deposit Verimo Cashout	400.00
Total Deposits			\$3,200.00

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# Estimated Cash Flow (Rolling as of July 31, 2022)

Account: **JASON BAUTISTA - JOINT WROS - TOD**

Month	Bond & CD Income	Bond & CD Principal	Stock Income	ETP Income	Mutual Fund Income	Other Income	Total Est. Cash Flow
August 2022	--	--	\$138	--	--	\$76	\$214
September	--	--	--	219	--	--	219
October	--	--	124	--	--	62	186
November	--	--	138	--	--	76	214
December	--	--	--	321	--	--	321
January 2023	--	--	124	--	--	62	186
February	--	--	138	--	--	76	214
March	--	--	--	219	--	--	219
April	--	--	124	--	--	62	186
May	--	--	138	--	--	76	214
June	--	--	--	221	--	--	221
July	--	--	124	--	--	62	186
<b>Total</b>	--	--	<b>\$1,048</b>	<b>\$980</b>	--	<b>\$552</b>	<b>\$2,580</b>

This table presents the estimated monthly interest and dividend income and return of principal that your current holdings may generate over the next rolling 12 months. The cash flows displayed are estimates provided for informational purposes only and there is no guarantee that you will actually receive any of the amounts displayed. These estimates should not be relied upon for making investment, trading or tax decisions. The estimates for fixed income are calculated using the security's coupon rate. The estimates for all other securities are calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. IADs are sourced from third party vendors believed to be reliable, but no assurance can be made as to accuracy. There are circumstances in which these estimates will not be presented for a specific security you hold. **Please refer to Help/Glossary on Fidelity.com for additional information on these calculations.**

**Bond & CD Income** includes interest payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs).

**Bond & CD Principal** includes maturing principal payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs). **Stock Income** includes estimated dividend payments for common stocks, preferred stocks, ADRs, closed-end mutual funds, and MLPs.

**ETP Income** includes estimated dividend payments for Exchange Traded Funds (ETFs) and Exchange Traded Notes (ETNs).

**Mutual Fund Income** includes estimated dividend payments for Fidelity and non-Fidelity mutual funds.

**Other Income** includes, but is not limited to estimated dividend payments for Unit Investment Trusts (UITs), REITs, and LPs.

This table does not include cash flow from foreign denominated fixed income.

-- not available



## Additional Information and Endnotes

Account: [REDACTED]  
JASON BAUTISTA - JOINT WROS - TOD

**Estimated Annual Income (EAI) & Estimated Yield (EY)** - EAI for fixed income is calculated using the coupon rate. For all other securities, EAI is calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. EY reflects only the income generated by an investment and not changes in its price which may fluctuate. Interest and dividend rates are subject to change at any time and may be affected by current and future economic, political and business conditions. EAI and EY are provided for informational purposes only and should not be used or relied on for making investment, trading or tax decisions. EAI and EY are based on data obtained from information providers believed to be reliable, but no assurance can be made as to accuracy, timeliness or completeness. Please refer to the Help/Glossary on Fidelity.com for additional information regarding these calculations.

For more information about your statement, please refer to our [Frequently Asked Questions](#) document at [Fidelity.com/statements](#).

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## Information About Your Fidelity Statement

Lost Service for the Hearing-Impaired Call 800-544-0118, 9 am - 9 pm ET, 7 days a week.  
**Lost or Stolen Cards** For 24-hour worldwide customer service, call 800-525-2164 for American Express or 800-323-5553 for Fidelity® Debit Card.

**Additional Investments with Fidelity** Make checks payable to Fidelity Investments. Include your account number on the check. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail checks or other inquiries to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0003.

**Income Summary** Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

**Cost Basis, Gain/Loss, and Holding Period Information** NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. Unless otherwise specified, NFS applies the average cost method for open-end mutual funds and the first-in, first-out (FIFO) method for all other securities. Cost basis is adjusted for wash sales on securities with the same CUSIP held in the same account (unless your account receives mark-to-market reporting). Your statement may not reflect all adjustments required for tax purposes. Customers should consult their tax advisors for further information.

**Cost** Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds.

## Additional Information About Your Brokerage Account, If Applicable

**Free credit balances (FCB)** are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds sent to you or held in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. Fidelity may use this free credit balance in connection with its business, subject to applicable law. **Assets Separate from Your Brokerage Account** Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other Assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc., and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC), and do not count toward your margin and maintenance requirements. Assets held in brokerage accounts managed by Fidelity Personal and Workplace Advisors LLC (FPWA) are carried by NFS and covered by SIPC, but do not contribute to your margin and maintenance requirements. **Short Account Balances** Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date. **Information About Your Option Transactions** Each transaction confirmation previously delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request. Short positions in American-style options are liable for assignment anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment** Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC). **Price Information/Total Market Value** The Total Market Value has been calculated out to 9 decimal places but the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as NA or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

using the FIFO method if shares were purchased at different times or prices. **Statement Mailing** We deliver statements at least four times during the calendar year for any account with a balance. **Statement Discrepancies** Please review your statement and report any inaccuracies or discrepancies. **Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to FBS by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 866-408-1138.** Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (SIPA). **Material Changes** Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s). **Mutual Funds and Performance** Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. **Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit [Fidelity.com/performance](http://Fidelity.com/performance) for most recent month-end performance.** **Sales Loads & Fees** Each fund reserves the right to terminate or modify its exchange privilege in the future. In connection with (i) access to, purchase or redemption of, and/or maintenance of positions in mutual funds and other investment products such as alternative investments or private placements ("funds") or (ii) infrastructure needed to support such funds, some funds, or their investment affiliates, pay FBS and/or NFS sales loads and 12b-1 fees described in the Offering Materials as well as additional compensation for shareholder services, start-up fees, infrastructure support and maintenance, and marketing, engagement and analytics programs. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of funds those shares will be assigned either a load, transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any fees applicable to your transaction will be assessed based on the status assigned to the shares at the time of purchase.

**Executing Orders on the Floor of the NYSE** The floor broker may permit the Designated Market Maker to trade on parity with the order for some or all of the executions associated with filing that order, where such permission would not be inconsistent with the broker's best execution obligations.

**SIPC** Securities in accounts carried by NFS, a Fidelity Investments company, are protected in accordance with the SIPC up to \$500,000 (including cash claims limited to \$250,000). For details, including the SIPC brochure, please see [www.sipc.org](http://www.sipc.org) or call 1-202-371-8300. NFS has arranged for additional protection for cash and covered securities to supplement its SIPC coverage. Neither coverage protects against a decline in the market value of securities.

**Fidelity Investments** Fidelity Distributors Company LLC (FDC) is the distributor for Fidelity Funds with marketing and shareholder services provided by FBS or NFS. **Brokerage services are provided by FBS, which clears all transactions through its affiliate, NFS. NFS carries all brokerage accounts. FBS and NFS are members of the NYSE and SIPC.** Upon written request, Fidelity will mail an NFS financial statement, which is also available for inspection at its office. Fidelity Investments (with pyramid logo) is a trademark of FMR LLC.

**FPWA Services** Fidelity Go®, Fidelity® Personalized Planning & Advice, Fidelity Managed Fidelity® and Fidelity® Strategic Disciplines are advisory services offered by FPWA, a registered investment adviser. Fidelity® Strategic Disciplines includes the Breckridge Intermediate Municipal Strategy, the Fidelity® Equity-Income Strategy, the Fidelity® Tax-Managed U.S. Equity Index Strategy, the Fidelity® U.S. Large Cap Equity Strategy, the Fidelity® International Equity Strategy, the Fidelity® Tax-Managed International Equity Index Strategy, the Fidelity® Intermediate Municipal Strategy and the Fidelity® Core Bond Strategy. Fidelity® Wealth Services are advisory services offered by FPWA or Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank. Nondeposit investment products and trust services offered by FPTC and its affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. **These advisory services are provided for a fee.** FBS, NFS, FDC, FPWA and FPTC are direct or indirect subsidiaries of FMR LLC.

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FIDELITY ACCOUNT JASON BAUTISTA AND LEIDY N GUILLEN  
BAUTISTA - WITH RIGHTS OF SURVIVORSHIP TOD  
▶ Account Number [REDACTED]

Envelope # BMPCMWBBBLTLJ

**Your Net Account Value: \$73,902.95**

Change from Last Period: ▼ \$4,365.58

	This Period	Year-to-Date
Beginning Net Account Value	\$78,268.53	\$91,991.06
Additions	2,893.23	31,159.38
Subtractions	-174.94	-5,775.54
Transaction Costs, Fees & Charges	-12.05	-33.71
Change in Investment Value *	-7,083.87	-43,471.95
Ending Net Account Value **	\$73,902.95	\$73,902.95
Accrued Interest (AI)	0.00	
Ending Account Net Value Incl. AI	\$73,902.95	

\* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity in or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.  
\*\* Excludes unpriced securities.

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Contact Information

Online	Fidelity.com
FAST®-Automated Telephone	(800) 544-5555
Customer Service	(800) 544-6666





## Account Summary

Account **JASON BAUTISTA - JOINT WROS - TOD**

Net Account Value: **\$73,902.95**

## Account Holdings

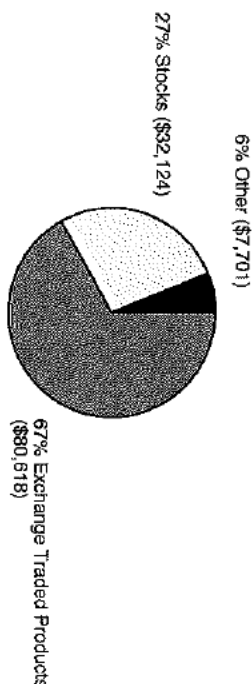
Change in Account Value **▼ \$4,365.58**

	This Period	Year-to-Date
Beginning Net Account Value	\$78,268.53	\$91,991.06
Additions	2,893.23	31,159.38
Deposits	2,893.23	26,159.38
Exchanges In	-	5,000.00
Subtractions	-174.94	-5,775.54
Exchanges Out	-	-5,000.00
Transaction Costs, Fees & Charges	-12.05	-33.71
Margin Interest	-162.89	-741.83
Change in Investment Value *	-7,083.87	-43,471.95
Ending Net Account Value	\$73,902.95	\$73,902.95
Accrued Interest (AI)	0.00	
Ending Net Account Value Incl. AI	\$73,902.95	

## Balance Details

Market Value of Holdings	\$120,445.28
Net Debit Balance	-46,542.33
Ending Net Account Value	\$73,902.95
Free Credit Balance	\$0.75

**Free credit balances (FCB)** include cash credits from the sale of long positions, deposits, cash dividends, and interest payments which have not been transferred to a money market fund or FDIC core position. FCB also includes positions, FCASH and credit balances that exceed the amount required to satisfy your margin obligations. Refer to the back of your statement for more information.



## Top Holdings

Description	Value	Percent of Account
Direxion Shs ETF Tr Daily DJ Bull	\$40,500	34%
Coca-Cola CO	17,740	15
Select Sector Spdr Tr Energy	12,871	11
<b>Total</b>	<b>\$71,112</b>	<b>60%</b>

Please note that, due to rounding, percentages may not add to 100%.

## Income Summary

	This Period	Year-to-Date
<b>Taxable</b>	<b>\$241.75</b>	<b>\$1,161.65</b>
Dividends	241.75	1,161.65
<b>Total</b>	<b>\$241.75</b>	<b>\$1,161.65</b>

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Total Account Trades Jul 2021 - Jun 2022: 0

\* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period.

### Core Account and Credit Balance Cash Flow

Core Account: FIDELITY GOVERNMENT MONEY MARKET

	This Period	Year-to-Date
<b>Beginning Balance</b>	<b>-\$49,982.39</b>	<b>\$6,656.12</b>
<b>Investment Activity</b>		
Securities Bought	-\$523,825.58	-\$2,007,325.51
Securities Sold	524,293.55	1,927,529.15
Dividends, Interest & Other Income D	241.75	1,161.65
Exchanges In	-	5,000.00
Exchanges Out	-	-5,000.00
Other Activity In	-	18.71
<b>Total Investment Activity</b>	<b>\$709.72</b>	<b>-\$78,616.00</b>
<b>Cash Management Activity</b>		
Deposits	2,893.23	26,159.38
Margin Interest	-162.89	-741.83
<b>Total Cash Management Activity</b>	<b>\$2,730.34</b>	<b>\$25,417.55</b>
<b>Ending Balance</b>	<b>-\$46,542.33</b>	<b>-\$46,542.33</b>

D Includes dividend reinvestments.

### Account: JASON BAUTISTA - JOINT WROS - TOD

#### Realized Gains and Losses from Sales

(May not reflect all gains and losses due to incomplete cost basis)

	This Period	Year-to-Date
<b>Net Short-term Gain/Loss</b>	<b>-170.05</b>	<b>-5,524.46</b>
Short-term Gain	5,024.80	24,357.09
Short-term Loss	-92,827.74	-316,660.70
Short-term Disallowed Loss	87,632.89	286,779.15
<b>Net Long-term Gain/Loss</b>	<b>-</b>	<b>451.22</b>
Long-term Gain	-	462.40
Long-term Loss	-	-11.18
<b>Net Gain/Loss</b>	<b>-\$170.05</b>	<b>-\$5,073.24</b>

#### Margin Information (as of June 30, 2022)

Margin balance	-\$46,542.33
Maximum amount you can borrow	\$15,494.39
Maximum rate that could currently apply	9.32%

12.A.



## Holdings

Account XXXXXXXXXX  
JASON BAUTISTA - JOINT WROS - TOD

### Exchange Traded Products

Includes exchange-traded funds (ETFs), exchange-traded notes (ETNs), and other exchange-traded vehicles.

Description	Beginning Market Value Jun 1, 2022	Quantity Jun 30, 2022	Price Per Unit Jun 30, 2022	Ending Market Value Jun 30, 2022	Total Cost Basis	Unrealized Gain/Loss Jun 30, 2022	EAI (\$)/ EY (%)
<b>Equity ETPs</b>							
M DIREXION SHS ETF TR DAILY DJ BULL (WEBL)	unavailable	5,000.000	\$8.1000	\$40,500.00	\$78,164.97	-\$37,664.97	-
M FIDELITY MSCI UTILS INDEX ETF (FULTY)	11,725.70	245,000	45.1300	11,056.85	10,395.08	661.77	286.94
M FIRST TRUST WATER ETF (FWW)	5,066.16	66,000	71.9900	4,751.34	5,563.40	-812.06	30.52
M INVESCO EXCHANGE TRADED FD TR WATER	5,394.40	110,000	46.2200	5,084.20	5,949.96	-865.76	14.23
RES ETF (PHO)							0.280
M INVESCO EXCH TRADED FD TR II S&P GBL	5,048.40	105,000	44.1400	4,634.70	5,677.99	-1,043.29	101.21
WATER (CGW)							2.180
M INVESCO EXCH TRADED FD TR II NASDAQ 100	1,015.52	8,000	115.2000	921.60	1,133.22	-211.62	1.43
ETF (QQQM)							0.160
M SPDR PORTFOLIO S&P 500 HIGH DIVIDEND	445.70	20,000	39.9100	798.20	849.89	-51.69	31.44
ETF (SPYD)							3.940
M SELECT SECTOR SPDR TR ENERGY (XLE)	15,696.00	180,000	71.5100	12,871.80	9,049.38	3,822.42	504.35
Total Equity ETPs (67% of account holdings)	\$44,391.88			80,618.69	116,783.89	-36,165.20	980.12
Total Exchange Traded Products (67% of account holdings)	\$44,391.88			\$80,618.69	\$116,783.89	-\$36,165.20	\$980.12



## Holdings

Account XXXXXXXXXX  
JASON BAUTISTA - JOINT WROS - TOD

### Stocks

Description	Beginning Market Value Jun 1, 2022	Quantity Jun 30, 2022	Price Per Unit Jun 30, 2022	Ending Market Value Jun 30, 2022	Total Cost Basis	Unrealized Gain/Loss Jun 30, 2022	EAI (\$)/ EY (%)
<b>Common Stock</b>							
M AT&T INC COM USD1 (T)	\$8,067.65	285,000	\$20.9600	\$5,978.60	\$6,091.24	-\$117.64	\$316.35 5.300%
M CAMPBELL SOUP CO CAP USD0.0375 (CPB)	7,569.78	158,000	48.0500	7,591.90	6,877.98	713.92	233.84 3.080
M COCA-COLA CO (KO)	17,556.26	282,000	62.9100	17,740.62	14,695.65	3,044.97	496.32 2.800
M WARNER BROS DISCOVERY INC COM SER A (WBD)	1,125.45	61,000	13.4200	818.62	1,664.20	-645.58	-
Total Common Stock (27% of account holdings)	\$32,319.14			\$32,124.74	\$29,329.07	\$2,795.67	\$1,046.51
Total Stocks (27% of account holdings)	\$32,319.14			\$32,124.74	\$29,329.07	\$2,795.67	\$1,046.51
<b>Other</b>							
<b>Description</b>							
<b>Beginning Market Value Jun 1, 2022</b>							
M CARETRUST REIT INC COM (CTRE)	\$4,187.78	226,000	\$18.4400	\$4,167.44	\$5,102.58	-\$935.14	\$248.60 5.970%
M SABRA HEALTH CARE REIT INC COM USD0.01 (SBRA)	3,552.12	253,000	13.9700	3,534.41	3,971.52	-437.11	303.60 8.590
Total Other (6% of account holdings)	\$7,739.90			\$7,701.85	\$9,074.10	-\$1,372.25	\$552.20
<b>Total Holdings</b>							
				\$120,445.28	\$155,187.06	-\$34,741.78	\$2,578.83
				Net Debit Balance			-46,542.33
				Net Account Value			\$73,902.95

All positions held in margin account unless indicated otherwise.



## Holdings

Account: [REDACTED]  
JASON BAUTISTA - JOINT WROS - TOD

EAI Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI is an estimate of annual income for a specific security position over the next rolling 12 months. EAI may be negative on short & EY positions. EY is calculated by dividing the current EAI for a security position by its statement closing date market value. EAI and EY are estimates only and may include return of principal and/or capital gains, which would render them overstated. Actual income and yield might be lower or higher than the estimated amounts. For calculation details, refer to the "Additional Information and Endnotes" section.

Total Cost Basis does not include the cost basis on core, money market or other positions where cost basis is unknown or not applicable.

M Position held in margin account.

## Activity

### Securities Bought & Sold

Settlement Date	Security Name	Symbol CUSIP	Description	Quantity	Price	Total Cost Basis	Transaction Cost	Amount
06/01	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term loss: \$6,523.99 Short-term disallowed loss: \$6,523.99 Wash sale of: 05/27/2022 \$6,523.99 PR	-1,000.000	\$45.26000	\$51,782.95†	-\$1.04	\$45,258.96
06/02	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought Short-term gain: \$116.59 Short-term loss: \$27,465.94 Short-term disallowed loss: \$27,465.94 Wash sale of: 05/31/2022 \$27,465.94 PR	5,000.000	11.25000	83,848.05†	-1.30	-56,250.00
06/02	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Bought	1,000.000	42.50000		-	-42,500.00
06/02	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Bought	1,000.000	43.25000		-	-43,250.00
06/02	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term loss: \$5,155.00 Short-term disallowed loss: \$5,155.00 Wash sale of: 05/31/2022 \$5,155.00 PR	-1,000.000	43.87000	49,023.99†	-1.01	43,868.99



Activity

Account: [REDACTED]  
JASON BAUTISTA - JOINT WROS - TOD

Securities Bought & Sold (continued)

Settlement Date	Security Name	Symbol	Description	Quantity	Price	Total Cost Basis	Transaction Cost	Amount
06/02	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term loss: \$4,656.01 Short-term disallowed loss: \$4,656.01 Wash sale of: 05/31/2022 \$4,656.01 PR	-1,000.000	43.75000	48,405.001	-1.01	43,748.99
06/02	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term loss: \$4,406.99 Short-term disallowed loss: \$4,406.99 Wash sale of: 05/31/2022 \$4,406.99 PR	-1,000.000	42.75000	47,156.011	-0.98	42,749.02
06/03	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Bought Short-term loss: \$4,327.98 Short-term disallowed loss: \$4,327.98 Wash sale of: 06/01/2022 \$4,327.98	1,000.000	42.92000	47,326.981	-0.99	42,920.00
06/03	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term loss: \$5,803.91 Short-term disallowed loss: \$5,803.91 Wash sale of: 06/03/2022 \$5,803.91	-1,000.000	40.52500	46,327.981	-0.93	40,524.07
06/06	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Bought Short-term gain: \$121.81 Short-term loss: \$5,194.85	1,200.000	40.39000	54,271.911	-1.13	48,468.00
06/09	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Sold Short-term gain: \$121.81 Short-term loss: \$5,194.85	-1,200.000	41.00000	54,271.911	-1.13	49,198.87
06/13	DIREXION SHS ETF TR DAILY DJ BEAR	25460G666	You Bought Short-term gain: \$121.81 Short-term loss: \$5,194.85	1,200.000	40.39000	54,271.911	-1.13	48,468.00
06/15	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought	200.000	8.34000		-	-1,668.00
06/15	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought	5,800.000	8.33920		-	-48,367.36
06/16	COCA-COLA CO	191216100	You Bought	5.000	59.50500		-	-297.53
06/16	SPDR PORTFOLIO S&P 500 HIGH DIVIDEND ETF	78468R788	You Bought	10.000	40.72860		-	-407.29



Activity

Account XXXXXXXXXX  
JASON BAUTISTA - JOINT WROS - TOD

Securities Bought & Sold (continued)

Settlement Date	Security Name	Symbol	Description	Quantity	Price	Total Cost Basis	Transaction Cost	Amount
06/17	DIREXION SHS ETF TR DAILY DJ BULL EX-DIV DATE 06/22/22 RECORD DATE 06/23/22 PAYABLE DTE 06/29/22	25460E364	You Sold Short-term gain: \$189.92 Short-term loss: \$27,362.00 Short-term disallowed loss: \$27,362.00 Wash sale of: 06/15/2022 \$27,362.00	-6,000.000	8.39010	77,511.521	-1.16	50,339.44
06/21	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought	6,000.000	7.39140		-	-44,348.40
06/24	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Sold Short-term gain: \$4,121.47 Short-term loss: \$25,223.03 Short-term disallowed loss: \$25,223.03 Wash sale of: 06/22/2022 \$25,223.03	-6,000.000	8.43500	71,710.401	-1.16	50,608.84
06/28	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought	6,000.000	9.60000		-	-57,600.00
06/28	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Sold Short-term gain: \$591.60 Short-term loss: \$24,915.97 Short-term disallowed loss: \$24,915.97 Wash sale of: 06/24/2022 \$24,915.97	-6,000.000	9.75000	82,823.031	-1.34	58,498.66
06/29	DIREXION SHS ETF TR DAILY DJ BULL	25460E364	You Bought	5,000.000	10.64980		-	-53,249.00
Total Securities Bought						\$660,187.83	-\$12.05	-\$523,825.58
Total Securities Sold							-\$12.05	\$524,293.55
Net Securities Bought & Sold							-\$12.05	\$467.97

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Activity

Account XXXXXXXXXX  
JASON BAUTISTA - JOINT WROS - TOD

Dividends, Interest & Other Income

(Includes dividend reinvestment)

Settlement Date	Security Name	Symbol	Description	Quantity	Price	Amount
06/23	FIDELITY MSCI UTILS INDEX ETF	316092865	Dividend Received	-	-	\$68.36
06/23	SPDR PORTFOLIO S&P 500 HIGH DIVIDEND	784688788	Dividend Received	-	-	8.10
06/24	SELECT SECTOR SPDR TR ENERGY	81369Y506	Dividend Received	-	-	145.90
06/24	SELECT SECTOR SPDR TR ENERGY SUBSTITUTE PAYMENT	81369Y506	Dividend Received	-	-	0.81
06/30	FIDELITY GOVERNMENT MONEY MARKET	31617H102	Dividend Received	-	-	0.75
06/30	FIRST TRUST WATER ETF	33733B100	Dividend Received	-	-	11.89
06/30	INVESTCO EXCH TRADED FD TR II NASDAQ 100	46138G649	Dividend Received	-	-	1.64
06/30	INVESTCO EXCHANGE TRADED FD TR WATER RES ETF	46137V142	Dividend Received	-	-	4.30
Total Dividends, Interest & Other Income						\$241.75

Margin Interest

Period	Period Balance	Interest Rate	Average Daily Balance	Interest Paid	Period	Period Balance	Interest Rate	Average Daily Balance	Interest Paid
05/23-06/16	51,670	8.575%	29,468	-\$161.44	Total This Period				-\$162.89
05/23-06/20	1,331	9.825%	1,331	-1.45	Total Year-to-Date				-\$741.83

Deposits

Date	Reference	Description	Amount
06/02		Deposit Verimo Cashout	\$400.00
06/07		Deposit Verimo Cashout	400.00
06/14		Deposit Upmorgn Cha Ext Trnsfr	893.23
06/14		Deposit Verimo Cashout	400.00
06/21		Deposit Verimo Cashout	400.00

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## Activity

Account [REDACTED]  
JASON BAUTISTA - JOINT WROS - TOD

### Deposits (continued)

Date	Reference	Description	Amount
06/28		Deposit Venmo Cashout	400.00
Total Deposits			\$2,893.23

### Core Fund Activity

For more information about the operation of your core account, please refer to your Customer Agreement.

Settlement Date	Account Type	Transaction	Description	Quantity	Price	Amount	Balance
06/24	CASH	You Bought	FIDELITY GOVERNMENT MONEY MARKET MORNING TRADE @ 1	5,389.430	\$1.0000	\$5,389.43	\$5,389.43
06/28	CASH	You Bought	FIDELITY GOVERNMENT MONEY MARKET @ 1	400.000	1.0000	400.00	5,789.43
06/28	CASH	You Bought	FIDELITY GOVERNMENT MONEY MARKET MORNING TRADE @ 1	898.660	1.0000	898.66	6,688.09
06/29	CASH	You Sold	FIDELITY GOVERNMENT MONEY MARKET MORNING TRADE @ 1	-6,688.090	1.0000	-6,688.09	-
Total Core Fund Activity						-	

Cost basis and gain/loss information is provided as a service to our customers and is based on standards for filing US Federal Tax Returns as determined by Fidelity. This information is not intended to address tax law or reporting requirements applicable in your country of tax residence.

† FIFO (First-In, First-Out)

PR In certain cases, gain/loss information may have been previously reported and is reflected in year to date totals only.

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# Estimated Cash Flow (Rolling as of June 30, 2022)

Account: [REDACTED]  
JASON BAUTISTA - JOINT WROS - TOD

Month	Bond & CD Income	Bond & CD Principal	Stock Income	ETP Income	Mutual Fund Income	Other Income	Total Est. Cash Flow
July 2022	--	--	\$124	--	--	\$62	\$186
August	--	--	138	--	--	76	214
September	--	--	--	219	--	--	219
October	--	--	124	--	--	62	186
November	--	--	138	--	--	76	214
December	--	--	--	321	--	--	321
January 2023	--	--	124	--	--	62	186
February	--	--	138	--	--	76	214
March	--	--	--	219	--	--	219
April	--	--	124	--	--	62	186
May	--	--	138	--	--	76	214
June	--	--	--	221	--	--	221
<b>Total</b>	<b>--</b>	<b>--</b>	<b>\$1,048</b>	<b>\$980</b>	<b>--</b>	<b>\$552</b>	<b>\$2,580</b>

This table presents the estimated monthly interest and dividend income and return of principal that your current holdings may generate over the next rolling 12 months. The cash flows displayed are estimates provided for informational purposes only and there is no guarantee that you will actually receive any of the amounts displayed. These estimates should not be relied upon for making investment, trading or tax decisions. The estimates for fixed income are calculated using the security's coupon rate. The estimates for all other securities are calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. IADs are sourced from third party vendors believed to be reliable, but no assurance can be made as to accuracy. There are circumstances in which these estimates will not be presented for a specific security you hold. Please refer to Help/Glossary on Fidelity.com for additional information on these calculations.

**Bond & CD Income** includes interest payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs).

**Bond & CD Principal** includes maturing principal payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs).

**Stock Income** includes estimated dividend payments for common stocks, preferred stocks, ADRs, closed-end mutual funds, and MLPs.

**ETP Income** includes estimated dividend payments for Exchange Traded Funds (ETFs) and Exchange Traded Notes (ETNs).

**Mutual Fund Income** includes estimated dividend payments for Fidelity and non-Fidelity mutual funds.

**Other Income** includes, but is not limited to estimated dividend payments for Unit Investment Trusts (UITs), REITs, and LPs.

This table does not include cash flow from foreign denominated fixed income.

-- not available

## Additional Information and Endnotes

Account **JASON BAUTISTA - JOINT WROS - TOD**

► In compliance with U.S. Securities and Exchange Commission requirements, Fidelity regularly provides you with documents that describe the various accounts and services that Fidelity offers. The Fidelity Brokerage Services ("FBS") and Fidelity Personal and Workplace Advisors LLC ("FPWA") Customer Relationship Summaries ("Form CRS") are provided with printed statements mailed at quarter-end and as a link in email notices of statement delivery. These and other important disclosure documents, including the Products, Services, and Conflicts of Interest ("PSCOI"), may be updated periodically and are available to you for review online at <https://communications.fidelity.com/information/crs/>. In addition, you may contact Fidelity at any time to request a printed copy.

The PSCOI has recently been updated with information about Fidelity's Workplace Savings Plan Account distribution assistance process through which Fidelity provides information and/or recommendations for certain retirement plan distributions. The Workplace Savings Plan Account distribution process only provides information and/or recommendations for Fidelity IRAs. Please see the section entitled "Rollovers from an Employer-Sponsored Retirement Plan" and the Retirement Account Supplement for more information about how Fidelity makes recommendations and mitigates conflicts of interest. 919834.9.0

► Securities purchased on margin are the firm's collateral for the loan to you. The actual amount you can borrow and the firm's margin maintenance requirements may vary depending on the firm's internal margin policies which exceed the margin requirements of FINRA and NYSE. The firm's margin policies are subject to review and revision at any time in the firm's sole discretion. The firm reserves the right to alter the terms on your margin loan at any time to comply with changes in the firm's policies. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account. It is important that you fully understand the risks involved in trading securities on margin.

These risks include the following: IMPORTANT: (1) YOU CAN LOSE MORE FUNDS THAN YOU DEPOSIT IN THE MARGIN ACCOUNT. (2) THE FIRM CAN FORCE THE SALE OF SECURITIES OR OTHER ASSETS IN YOUR ACCOUNT(S). (3) THE FIRM CAN SELL YOUR SECURITIES OR OTHER ASSETS WITHOUT CONTACTING YOU. (4) YOU ARE NOT ENTITLED TO CHOOSE WHICH SECURITIES OR OTHER ASSETS IN YOUR ACCOUNT(S) ARE LIQUIDATED OR SOLD TO MEET A MARGIN CALL. (5) THE FIRM CAN INCREASE ITS "HOUSE" MAINTENANCE MARGIN REQUIREMENTS AT ANY TIME AND IS NOT REQUIRED TO PROVIDE YOU ADVANCE WRITTEN NOTICE. (6) YOU ARE NOT ENTITLED TO AN EXTENSION OF TIME ON A MARGIN CALL.

NFS can loan securities held in your margin account, which collateralize your margin borrowing. Short selling is a margin account transaction and entails the same risks as described above. In addition to market volatility, the use of bank card, checkwriting, and similar features with your margin account may increase the risk of a margin call. Margin credit is extended by National Financial Services LLC, Member NYSE, SIPC. Contact your broker-dealer regarding any questions or concerns you may have with your margin account. 547661.5.0

**Estimated Annual Income (EAI) & Estimated Yield (EY)** - EAI for fixed income is calculated using the coupon rate. For all other securities, EAI is calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. EY reflects only the income generated by an investment and not changes in its price which may fluctuate. Interest and dividend rates are subject to change at any time and may be affected by current and future economic, political and business conditions. EAI and EY are provided for informational purposes only and should not be used or relied on for making investment, trading or tax decisions. EAI and EY are based on data obtained from information providers believed to be reliable, but no assurance can be made as to accuracy, timeliness or completeness. Please refer to the Help/Glossary on [Fidelity.com](https://www.fidelity.com) for additional information regarding these calculations.

For more information about your statement, please refer to our **Frequently Asked Questions** document at [Fidelity.com/statements](https://www.fidelity.com/statements).



## Information About Your Fidelity Statement

Send Service for the Hearing-Impaired Call 800-544-0118, 9 am - 9 pm ET, 7 days a week.  
Toll or Stolen Cards For 24-Hour worldwide customer service, call 800-525-2164 for American Express or 800-323-5553 for Fidelity® Debit Card.

**Additional Investments with Fidelity** Make checks payable to Fidelity Investments. Include your account number on the check. For retirement and health savings accounts (HSA), designate in the memo field whether your contribution is for the current or prior year. Mail checks or other inquiries to: Fidelity Investments, P.O. Box 770001, Cincinnati, OH 45277-0003.

**Income Summary** Shows income by tax status for the statement and year-to-date periods. Except for interest income earned on, or distributed by, tax-exempt securities, Fidelity reports dividends and capital gains held in taxable accounts as taxable income. A portion of income reported as tax-exempt income may be subject to alternative minimum taxes and/or state and local taxes. In Traditional IRAs, Rollover IRAs, SEP-IRAs, SIMPLE IRAs and Keoghs, earnings are reported as tax-deferred income. In Roth IRAs and HSAs, earnings are reported as tax-exempt income as they may be federally tax-exempt if certain conditions are met.

**Cost Basis, Gain/Loss, and Holding Period Information** NFS is required to report certain cost basis and holding period information to the IRS on Form 1099-B. Unless otherwise specified, NFS applies the average cost method for open-end mutual funds and the first-in, first-out (FIFO) method for all other securities. Cost basis is adjusted for wash sales on securities with the same CUSIP held in the same account (unless your account receives mark-to-market reporting). Your statement may not reflect all adjustments required for tax purposes. Customers should consult their tax advisors for further information.

**Cost** Fidelity provides purchase cost information for securities held in retirement and HSA accounts. Such information may be adjusted for certain transactions and does not reflect dividends or capital gains reinvestments. Fidelity reports transaction profit or loss information when securities are sold within a retirement or HSA account. Transaction profit or loss is calculated by subtracting purchase cost from sales proceeds.

## Additional Information About Your Brokerage Account, If Applicable

**Free credit balances (FCB)** are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds sent to you or held in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. Fidelity may use this free credit balance in connection with its business, subject to applicable law. **Assets Separate from Your Brokerage Account** Only securities in the margin portion of your brokerage account contribute to margin and maintenance requirements. Other assets, which may be reported on your statement, including insurance products that are distributed by FBS and Fidelity Insurance Agency, Inc. and mutual fund only accounts held directly with the fund (Fidelity Mutual Fund Accounts) are not carried by NFS, not covered by the Securities Investor Protection Corporation (SIPC), and do not count toward your margin and maintenance requirements. Assets held in brokerage accounts managed by Fidelity Personal and Workplace Advisors LLC (FPWA) are carried by NFS and covered by SIPC, but do not contribute to your margin and maintenance requirements. **Short Account Balances** Securities sold short are held in a segregated short account. These securities are marked-to-market for margin purposes, and any increase or decrease from the previous week's value is transferred weekly to your margin account. Fidelity represents your short account balance as of the last weekly mark-to-market, not as of the statement end date. **Information About Your Option Transactions** Each transaction confirmation previously delivered to you contains full information about commissions and other charges, and such information is available promptly upon request. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description is available upon request.

**Short positions** in American-style options are liable for assignment, anytime. The writer of a European-style option is subject to exercise assignment only during the exercise period. For more information, please call Fidelity at 800-544-6666. **Equity Dividend Reinvestment** Shares credited to your account resulted from transactions by FBS acting as agent for your account, or the Depository Trust Company (DTC). **Price Information/Total Market Value** The Total Market Value has been calculated out to 9 decimal places but the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency with which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single market participant, also known as a "single broker quote". The prices provided are not firm bids or offers. Certain securities may reflect as N/A or unavailable where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The sale or redemption of any fixed income security prior to maturity may result in a loss. Prices for Certificates of Deposits (CDs) on your statement are generally estimates and are not based on actual market prices. The secondary market for CDs is generally illiquid. You should always request a current valuation for your securities prior to making a financial decision or placing an order.

using the FIFO method if shares were purchased at different times or prices. **Statement Mailing** We deliver statements at least four times during the calendar year for any account with a balance. **Statement Discrepancies or Questions** Please review your statement and report any inaccuracies or discrepancies. **Inquiries, concerns or questions regarding your brokerage account or the activity therein should be directed to FBS by calling 800-544-6666, and NFS, who carries your brokerage accounts, by calling 866-408-1138.** Any oral communications regarding inaccuracies or discrepancies should be confirmed in writing to protect your rights, including those under the Securities Investor Protection Act (SIPA). **Material Changes** Please advise us of material changes in your investment objectives or financial situation related to your brokerage account(s). **Mutual Funds and Performance** Before investing, consider the funds' investment objectives, risks, charges and expenses. Contact Fidelity for a prospectus containing this information. Read it carefully. **Performance data shown represents past performance and is no guarantee of future results. Investment return and principal value will fluctuate, so you may have a gain or loss when shares are sold. Current performance may be higher or lower than that quoted. Visit Fidelity.com/performance for most recent month-end performance.** **Sales Loads & Fees** Each fund reserves the right to terminate or modify its exchange privilege in the future. In connection with (i) access to, purchase or redemption of, and/or maintenance of positions in mutual funds and other investment products such as alternative investments or private placements ("funds") or (ii) infrastructure needed to support such funds, some funds, or their investment affiliates, pay FBS and/or NFS sales loads and 12b-1 fees described in the Offering Materials as well as additional compensation for shareholder services, start-up fees, infrastructure support and maintenance, and marketing, engagement and analytics programs. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At the time you purchase shares of funds those shares will be assigned either a load, transaction fee (TF) or no transaction fee (NTF) status. When you subsequently sell those shares, any fees applicable to your transaction will be assessed based on the status assigned to the shares at the time of purchase.

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**FPWA Services** Fidelity Go®, Fidelity® Personalized Planning & Advice, Fidelity Managed FidelityFolioSM and Fidelity® Strategic Disciplines are advisory services offered by FPWA, a registered investment adviser. Fidelity® Strategic Disciplines includes the Brickbridge Intermediate Municipal Strategy, the Fidelity® Equity-Income Strategy, the Fidelity® Tax-Managed U.S. Equity Index Strategy, the Fidelity® U.S. Large Cap Equity Strategy, the Fidelity® International Equity Strategy, the Fidelity® Tax-Managed International Equity Index Strategy, the Fidelity® Intermediate Municipal Strategy and the Fidelity® Core Bond Strategy. Fidelity® Wealth Services are advisory services offered by FPWA or Fidelity Personal Trust Company, FSB (FPTC), a federal savings bank. Nondeposit investment products and trust services offered by FPTC and its affiliates are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency, are not obligations of any bank, and are subject to risk, including possible loss of principal. **These advisory services are provided for a fee.** FBS, NFS, FDC, FPWA and FPTC are direct or indirect subsidiaries of FIMH LLC.

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BCK-305 - Post Office Box 391, Lynn, MA 01903-0491

AM CALLEJAS LLC  
[REDACTED]

## Customer Statement

Pg 1 of 16

Statement Period: Jul 01, 2022 thru Jul 31, 2022  
 Account Number: [REDACTED]  
 Number of Items Enclosed: 75

## Summary - All Accounts

Type	Account #	Ending Balance
PREMIER BUSINESS CKG	[REDACTED]	\$264,860.31
<b>TOTAL BALANCE</b>		<b>\$264,860.31</b>
<b>Total Balance</b>		<b>\$264,860.31</b>

## PREMIER BUSINESS CHECKING - [REDACTED]

Date	Transaction Description	Withdrawal	Deposit	Balance
	<b>STARTING BALANCE</b>			<b>\$ 341,556.66</b>
Jul 01	Preauthor [REDACTED]		8,500.67	
Jul 01	NET SET [REDACTED]		1,136.28	
Jul 01	ST-LOK2D [REDACTED]			
Jul 01	Debit Card [REDACTED]	15.00		
Jul 01	STARBU [REDACTED]			
Jul 01	SEQ # 20 [REDACTED]			
Jul 01	Electronic [REDACTED]	1,647.84		
Jul 01	07010148 [REDACTED]			
Jul 01	Electronic [REDACTED]	2,921.34		
Jul 01	931\ [REDACTED]			
Jul 05	Preauthor [REDACTED]		18,125.89	
Jul 05	NET SET [REDACTED]		17,473.34	
Jul 05	Preauthor [REDACTED]		15,553.76	
Jul 05	NET SET [REDACTED]		12,372.31	
Jul 05	Preauthor [REDACTED]			
Jul 05	NET SET [REDACTED]			
Jul 05	Debit Card [REDACTED]	5.00		
Jul 05	AMI ENT [REDACTED]			
Jul 05	SEQ # 89 [REDACTED]			
Jul 05	Debit Card [REDACTED]	5.00		



Enclosed in this statement are two notices regarding changes to our overdraft program effective July 1, 2022.



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
Account Number: 00601851649  
Number of Items Enclosed: 75

STATEMENT DISCLOSURE FOR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at 1-800-EASTERN (327-8376) or write us at: Eastern Bank, One Eastern Place, Lynn, MA 01901-1508, Attn: ETS, EP3-11, promptly if you think your statement or receipt is wrong, or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

When you notify us, please include the following information:

- Your name and account number;
- The date and dollar amount of the suspected error;
- A description of the error or transfer you are unsure about, and a clear explanation of why you believe there is an error or why you need more information.

We will investigate your complaint and will correct any error promptly. If we require more than 10 business days to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

## MANAGING OVERDRAFT FEES

The easiest way to avoid overdrawing your account is to record all transactions in your checkbook register and to reconcile your register to your monthly bank statement.

**Additional Resources:**

<http://www.fdic.gov/consumers/overdraft/overdraft-hi-rez.pdf>  
[www.easternbank.com/UnderstandingOverdrafts](http://www.easternbank.com/UnderstandingOverdrafts)

## ACCOUNT RECONCILIATION

1. Check off transactions in your checkbook.
2. Subtract from your checkbook balance any service charge or bank charge appearing on your statement.
3. List all checks/debits and electronic transactions that are still outstanding, including those written in a prior statement period.
4. Complete reconciliation form provided to the right (list deposits/credits that are not shown on statement). The final balance figure should agree with your checkbook balance.

## HINTS FOR FINDING DIFFERENCES

- ☐ Did you enter all checks, deposits and electronic transactions correctly in your checkbook?
- ☐ Are all additions and subtractions correct in your checkbook and on the reconciliation form?
- ☐ Have you subtracted all bank charges and added all transactions such as automated and electronic transfers in your checkbook?
- ☐ Are the amounts of all debits and credits entered in your checkbook the same as shown on the statement?

## Questions?

Call us at 1-800-EASTERN (327-8376)  
or write us at Eastern Bank, One Eastern Place, Lynn, MA 01901-1508

<b>OUTSTANDING CHECKS/DEBITS/ ELECTRONIC TRANSACTIONS</b>	<b>AMOUNT</b>	
	\$	
<b>TOTAL</b>		

<b>A. STATEMENT ACCOUNT BALANCE</b>		
<b>B. ADD DEPOSIT/CREDITS NOT SHOWN ON STATEMENT</b>		
<b>C. TOTAL (A &amp; B)</b>		
<b>D. SUBTRACT TOTAL OUTSTANDING CHECKS/ DEBITS/ELECTRONIC TRANSACTIONS</b>		
<b>THIS BALANCE SHOULD AGREE WITH YOUR CHECKBOOK BALANCE</b>		

SAVINGS ACCOUNTS NOT TRANSFERABLE EXCEPT ON THE RECORDS OF THE BANK



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
Account Number: [REDACTED]  
Number of Items Enclosed: 75

**PREMIER BUSINESS CHECKING - (Continued)**

Date	Transaction Description	Withdrawal	Deposit	Balance
	AMI EN SEQ # 8	8154		
Jul 05	Debit Ca MI SALV XXXXXX	5372	28.00	
Jul 05	Debit Ca MI SALV XXXXXX	5372	14.00	
Jul 05	POS Pu COSTC SEQ # 2		47.80	
Jul 05	Debit Ca AMI EN SEQ # 8	9502 8154	5.00	
Jul 05	Debit Ca AMI EN SEQ # 8	9502 8154	5.00	
Jul 05	Debit Ca AMI EN SEQ # 8	9502 8154	5.00	
Jul 05	Debit Ca AMI EN SEQ # 8	9502 8154	5.00	
Jul 05	Debit Ca LOLLY SEQ # 2	7012	10.35	
Jul 05	Debit Ca AMI EN SEQ # 8	9502 8154	20.00	
Jul 05	Debit Ca MI SALV XXXXXX	5372	40.00	
Jul 05	Electron 070401		1,778.85	
Jul 05	Electron	8	16,654.53	
Jul 06	Preauth NET SE		14,406.55	
Jul 06	Preauth REF*TM		2,729.60	
Jul 06	Debit Ca DTV*DI SEQ # 2	2862 54	441.35	
Jul 06	Electron		170.32	
Jul 06	Electron		544.64	
Jul 06	Electron 070601 ayment	P	673.89	
Jul 06	Electron		1,014.29	
Jul 06	Electron 102706	6	33,486.13	
Jul 07	Preauth NET SE		8,879.57	
Jul 07	Electron		9,334.73	
Jul 08	Preauth NET SE		6,468.79	
Jul 08	Preauth ST-M6Y		928.21	
Jul 08	Debit Ca AMI EN	9502 8154	5.00	



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
 Account Number: [REDACTED]  
 Number of Items Enclosed: 75

PREMIER BUSINESS CHECKING - [REDACTED] (Continued)					
Date	Transaction Description		Withdrawal	Deposit	Balance
Jul 08	SEQ # 8 Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154		5.00		
Jul 08	SEQ # 8 Electron [REDACTED] 0225		14.75		
Jul 08	Electron [REDACTED] P7L1		185.94		
Jul 08	Electron [REDACTED] 2RUBX		399.33		
Jul 08	Electron [REDACTED] 0708014		2,364.71		
Jul 11	Preauth [REDACTED] NET SE [REDACTED]			18,244.46	
Jul 11	Preauth [REDACTED] NET SE [REDACTED]			14,682.88	
Jul 11	Preauth [REDACTED] NET SE [REDACTED]			9,065.78	
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Debit Ca [REDACTED] 05372 MI SALV [REDACTED] XXXXXX [REDACTED]		35.00		
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Debit Ca [REDACTED] 29502 AMI EN [REDACTED] X8154 SEQ # 8 [REDACTED]		5.00		
Jul 11	Electron [REDACTED]		231.32		
Jul 11	Electron [REDACTED]		484.18		
Jul 11	Electron [REDACTED] 0711014		1,700.45		
Jul 11	Electron [REDACTED]		1,892.77		
Jul 12	Deposit [REDACTED]			25,984.48	
Jul 12	Preauth [REDACTED] NET SE [REDACTED]			16,597.44	
Jul 12	Preauth [REDACTED] REF*TM [REDACTED]			2,919.11	
Jul 12	Debit Ca [REDACTED] 05372 MI SAL [REDACTED] XXXXXX [REDACTED]		37.10		
Jul 12	Electron [REDACTED]		3,052.01		
Jul 12	Electron [REDACTED] 86		8,303.04		
Jul 13	Preauth [REDACTED] NET SE [REDACTED]			9,325.80	
Jul 13	Credit M [REDACTED]			3.00	
Jul 13	Electron [REDACTED] A01		230.24		



Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number: [REDACTED]

Number of Items Enclosed: 75

**PREMIER BUSINESS CHECKING - [REDACTED] (Continued)**

Date	Transaction Description	Withdrawal	Deposit	Balance
Jul 13	EL [REDACTED]	1,098.72		
Jul 13	EL [REDACTED]	1,892.52		
Jul 13	EL [REDACTED]	3,040.34		
Jul 13	EL [REDACTED]	3,195.33		
Jul 13	EL [REDACTED]	4,237.92		
Jul 13	EL [REDACTED]	31,951.24		
Jul 13	EL [REDACTED]	37,665.21		
Jul 14	Pr [REDACTED]		11,374.28	
Jul 14	EL [REDACTED]	7,681.89		
Jul 14	EL [REDACTED]	13,693.90		
Jul 15	Pr [REDACTED]		1,422.07	
Jul 15	EL [REDACTED]	99.00		
Jul 15	EL [REDACTED]	206.79		
Jul 15	EL [REDACTED]	1,675.77		
Jul 18	Pr [REDACTED]		16,489.37	
Jul 18	Pr [REDACTED]		15,981.95	
Jul 18	Pr [REDACTED]		9,514.01	
Jul 18	D [REDACTED]	5.00		
Jul 18	D [REDACTED]	5.00		
Jul 18	D [REDACTED]	28.00		
Jul 18	D [REDACTED]	10.00		
Jul 18	D [REDACTED]	5.00		
Jul 18	D [REDACTED]	58.44		
Jul 18	D [REDACTED]	5.00		
Jul 18	E [REDACTED]	1,586.04		
Jul 19	Pr [REDACTED]		19,095.45	
Jul 19	D [REDACTED]		3,529.00	
Jul 19	P [REDACTED]		1,848.96	



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
 Account Number: [REDACTED]  
 Number of Items Enclosed: 75

PREMIER BUSINESS CHECKING [REDACTED] (Continued)				
Date	Transaction Description		Withdrawal	Deposit
Jul 19	Debit Card	372	28.00	
	MI SALVA			
	XXXXXXXX			
Jul 19	Electronic		135.83	
Jul 20	Preauthor			8,591.42
	NET SETU			
Jul 20	Debit Card	862	840.37	
	COMCAST			
	SEQ # 200			
Jul 20	Electronic		2,125.06	
Jul 20	Electronic		2,869.58	
Jul 20	Electronic		7,179.14	
Jul 21	Preauthor			10,492.92
	NET SETU			
Jul 21	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 21	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 22	Preauthor			8,661.46
	NET SETU			
Jul 22	Preauthor			877.84
	ST-MOT8Y			
Jul 22	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 22	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 22	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 22	Electronic		391.40	
	2RUBX 6			
Jul 22	Electronic		1,368.63	
	07220148			
Jul 25	Preauthor			17,166.68
	NET SETU			
Jul 25	Preauthor			15,643.14
	NET SETU			
Jul 25	Preauthor			12,989.82
	NET SETU			
Jul 25	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 25	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 25	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 25	Debit Card	502	5.00	
	AMI ENTE	154		
	SEQ # 894			
Jul 25	Debit Card	372	42.75	
	MI SALVA			
	XXXXXXXX			
Jul 25	Debit Card	612	934.88	



## Customer Statement

Pg 7 of 16

Statement Period: Jul 01, 2022 thru Jul 31, 2022  
 Account Number: [REDACTED]  
 Number of Items Enclosed: 75

**PREMIER BUSINESS CHECKING** [REDACTED] **(Continued)**

Date	Transaction Description	Withdrawal	Deposit	Balance
	TESORO D			
	SEQ # 000			
Jul 25	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 25	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 25	POS Purch	52.66		
	COSTCO V			
	SEQ # 220			
Jul 25	Electronic P	1,417.03		
	072501480			
Jul 26	Preauthoriz		17,921.39	
	NET SETL			
Jul 26	Preauthoriz		4,577.37	
	REF*TN*K			
Jul 26	Debit Card	35.00		
	MI SALVA			
	XXXXXXX			
Jul 26	Electronic P	179.39		
Jul 26	Electronic P	3,300.00		
Jul 26	Electronic P	8,960.60		
Jul 26	Electronic P	19,933.53		
Jul 26	Electronic P	23,842.06		
	942622510			
Jul 26	Electronic P	31,119.61		
	141110816			
Jul 27	Preauthoriz		10,539.01	
	NET SETL			
Jul 27	Electronic P	32,469.21		
Jul 28	Preauthoriz		9,989.41	
	NET SETL			
Jul 28	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 28	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 29	Preauthoriz		8,656.62	
	NET SETL			
Jul 29	Preauthoriz		1,015.87	
	ST-Q6K1N			
Jul 29	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 29	Debit Card	5.00		
	AMI ENTER			
	SEQ # 894			
Jul 29	Electronic P	1,236.32		
	072901480			

Starting Balance: \$ 341,556.66  
 Ending Balance: \$ 264,860.31  
 Average Collected Balance: \$ 314,913.00

Number of Days in Period: 31  
 Total Deposits/Credits: \$ 409,775.96  
 Total Withdrawals/Debits: \$ 486,472.31



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
 Account Number: XXXXXXXXXX  
 Number of Items Enclosed: 75

## Check Summary

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
135	07/08 ☐	250.00	1554*	07/15 ☐	35.46	1634	07/15 ☐	958.03
143*	07/05 ☐	10,112.51	1572*	07/19 ☐	726.70	1635	07/13 ☐	1,375.56
144	07/08 ☐	580.00	1594*	07/19 ☐	910.22	1636	07/13 ☐	1,034.57
145	07/12 ☐	6,579.61	1603*	07/15 ☐	40.43	1637	07/15 ☐	717.07
146	07/13 ☐	2,103.00	1609*	07/05 ☐	1,108.12	1638	07/15 ☐	668.80
147	07/11 ☐	1,687.29	1610	07/05 ☐	1,111.76	1640*	07/13 ☐	1,115.24
148	07/15 ☐	7,734.12	1613*	07/05 ☐	925.77	1641	07/15 ☐	1,344.35
149	07/14 ☐	11,712.75	1614	07/01 ☐	1,375.55	1642	07/15 ☐	1,040.20
150	07/11 ☐	2,000.00	1615	07/05 ☐	1,117.22	1644*	07/21 ☐	4,038.15
261*	07/08 ☐	750.00	1616	07/05 ☐	512.81	1645	07/20 ☐	971.14
263*	07/06 ☐	1,678.20	1617	07/05 ☐	783.93	1646	07/21 ☐	26.76
264	07/06 ☐	5,689.61	1618	07/12 ☐	910.22	1648*	07/18 ☐	532.00
266*	07/06 ☐	2,100.00	1619	07/05 ☐	1,319.16	1649	07/15 ☐	494.20
267	07/18 ☐	382.00	1620	07/01 ☐	1,179.63	1650	07/14 ☐	514.31
270*	07/12 ☐	9,181.00	1621	07/05 ☐	320.64	1651	07/18 ☐	426.02
271	07/13 ☐	10,399.08	1623*	07/21 ☐	276.02	1652	07/15 ☐	882.31
272	07/19 ☐	5,388.51	1624	07/11 ☐	1,019.20	1653	07/21 ☐	303.89
274*	07/15 ☐	675.00	1625	07/07 ☐	640.13	1656*	07/28 ☐	1,873.57
276*	07/20 ☐	1,399.00	1626	07/01 ☐	397.65	1657	07/29 ☐	755.30
277	07/19 ☐	1,965.47	1628*	07/05 ☐	380.14	1658	07/28 ☐	1,375.55
278	07/20 ☐	2,622.36	1629	07/01 ☐	919.22	1663*	07/29 ☐	967.77
280*	07/27 ☐	1,611.00	1630	07/11 ☐	408.98	1664	07/28 ☐	1,500.85
281	07/25 ☐	700.00	1631	07/15 ☐	1,121.33	1670*	07/29 ☐	715.51
283*	07/29 ☐	9,634.57	1632	07/15 ☐	1,120.57	1671	07/29 ☐	381.85
285*	07/27 ☐	9,533.32	1633	07/14 ☐	2,083.58	1673*	07/29 ☐	720.41

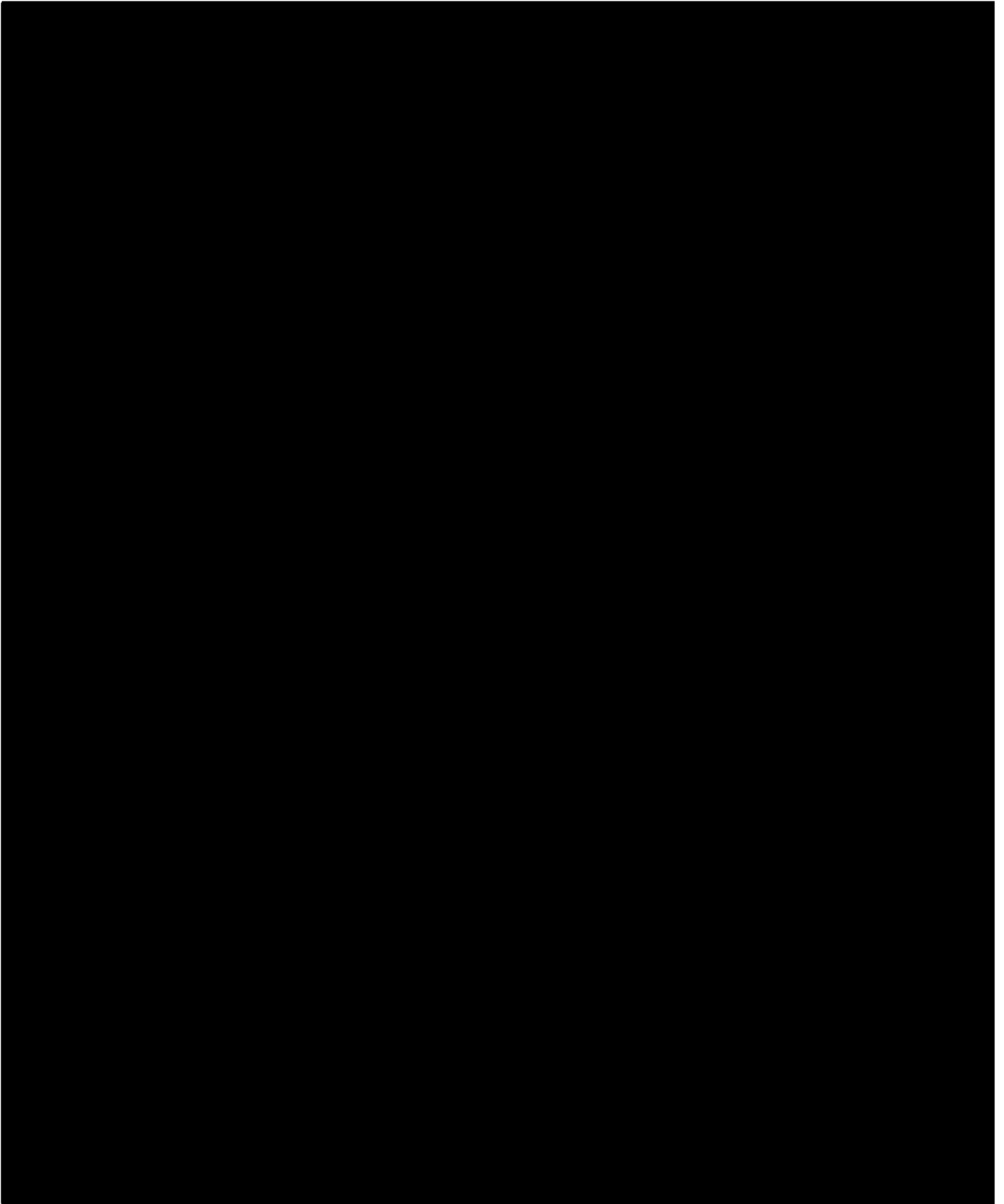
Total 75 Checks @ \$151,946.25 \* Indicates a skip in sequence † Indicates a substitute check

## Balance Summary

Date	Balance	Date	Balance	Date	Balance	Date	Balance
07/01	342,737.38	07/11	375,530.72	07/18	300,197.92	07/25	362,326.06
07/05	369,947.09	07/12	392,968.77	07/19	315,516.60	07/26	297,454.63
07/06	341,284.81	07/13	302,958.60	07/20	306,101.37	07/27	264,380.11
07/07	340,189.52	07/14	278,646.45	07/21	311,939.47	07/28	269,609.55
07/08	343,031.79	07/15	261,255.09	07/22	319,703.74	07/29	264,860.31



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
Account Number: [REDACTED]  
Number of Items Enclosed: 75





Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number: [REDACTED]

Number of Items Enclosed:

75



Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number:

Number of Items Enclosed:

75



Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number:

Number of Items Enclosed:

75

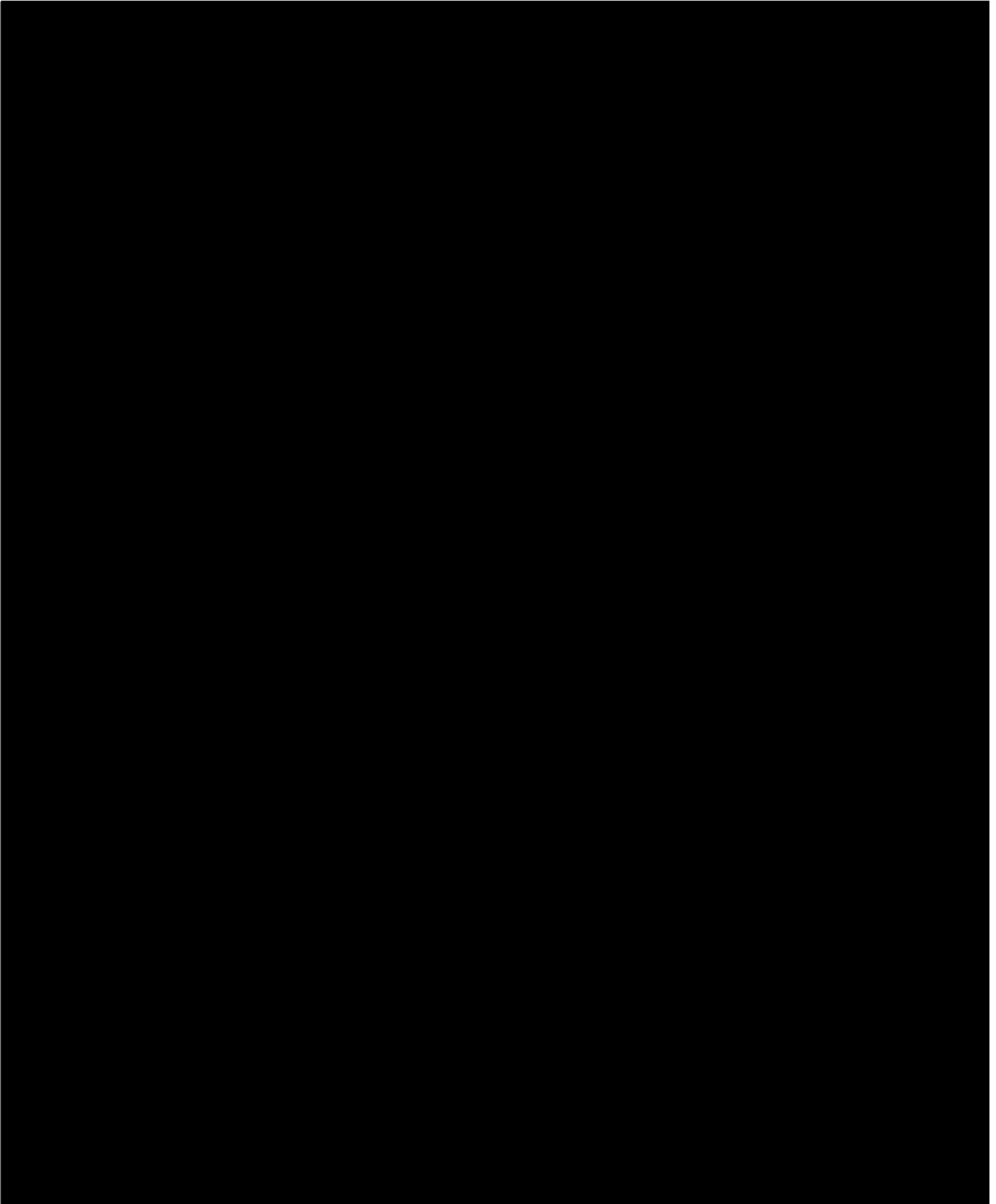
Statement Period: Jul 01, 2022 thru Jul 31, 2022  
Account Number: [REDACTED]  
Number of Items Enclosed: 75

Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number: [REDACTED]

Number of Items Enclosed:

75



Statement Period: Jul 01, 2022 thru Jul 31, 2022  
Account Number: [REDACTED]  
Number of Items Enclosed: 75

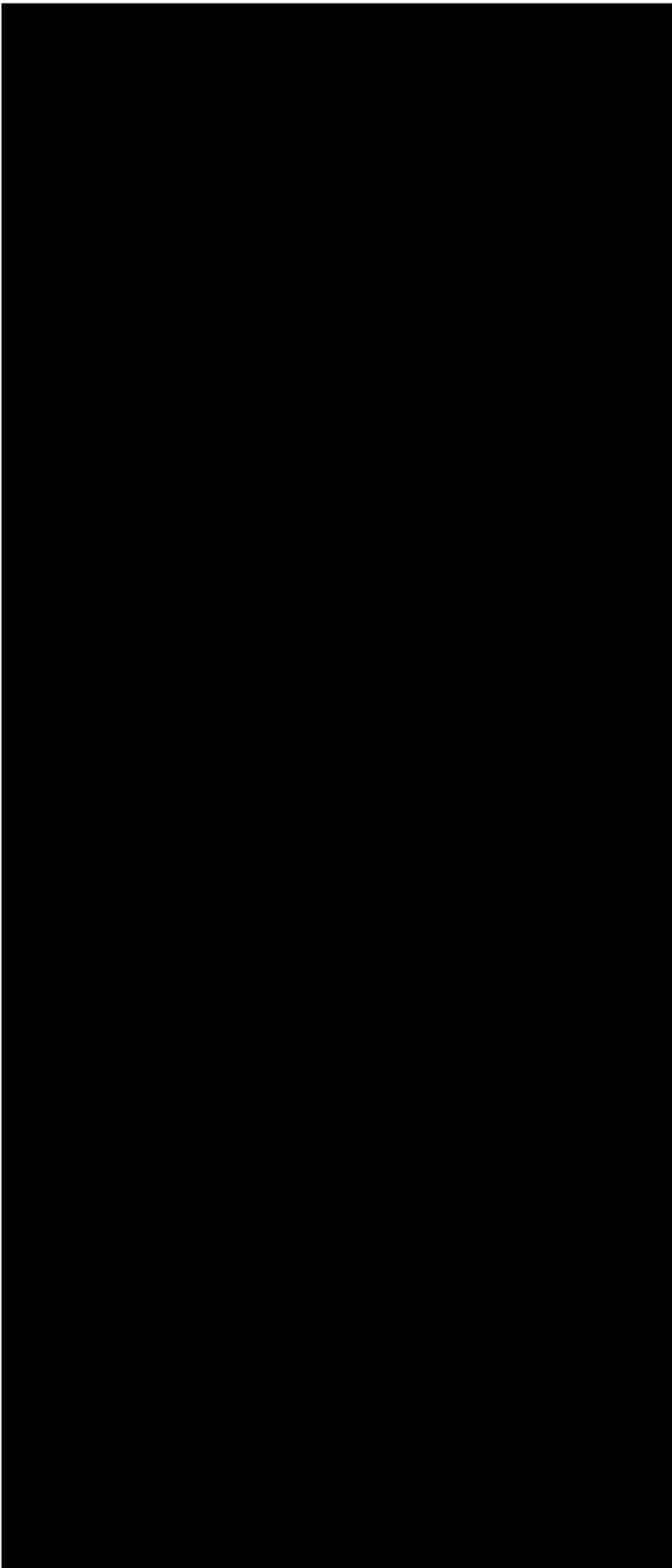


Statement Period: Jul 01, 2022 thru Jul 31, 2022

Account Number:

Number of Items Enclosed:

75



**LOAN AGREEMENT**

This LOAN AGREEMENT ("**this Agreement**") is made as of this 7 day of September, 2022, by and between Kilder Cardona, [REDACTED] ("**the Borrower**") and Aldo Callejas, [REDACTED] ("**the Lender**").

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. LOAN.**

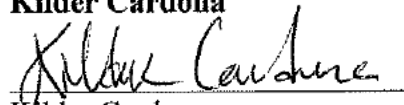
- 1.1 **Loan Principal Amount.** **The Lender** agrees to make a loan ("**the Loan**") in the principal amount of \$150,000 to **the Borrower**, subject to the terms and conditions contained herein.
- 1.2 **Repayment of Loan and Interest Rate.** **The Loan** shall be subject to an annual interest rate of 2.93%. **The Borrower** shall have up to nine (9) years to fully repay the loan principal of \$150,000, plus all accrued interest between the date **the Loan** is disbursed by **the Lender** to **the Borrower** and the date when **the Loan** is fully repaid.
- 1.3 **Computation of Interest.** Interest payable hereunder shall be computed daily on the basis of a year containing 360 days and paid for the actual number of days for which due. Interest under **the Loan** shall accrue on each calendar day or part thereof that any principal is outstanding thereunder. Each determination of an interest rate by **the Lender** pursuant to any provision of this Agreement shall be conclusive and binding on **the Borrower** in the absence of manifest error.

**SECTION 2. ADDITIONAL PROVISIONS.**


- 2.1 **Governing Law; Jurisdiction.** This Agreement is executed and delivered in the Commonwealth of Massachusetts, and for all purposes shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof. The Borrower submits itself to the nonexclusive jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first above written.

**The Borrower**  
**Kilder Cardona**

  
Kilder Cardona

**The Lender**  
**Aldo Callejas**

  
Aldo Callejas

**LOAN AGREEMENT**

This LOAN AGREEMENT ("**this Agreement**") is made as of this \_\_\_\_ day of September, 2022, by and between Andrea Perez, 974 Bennington Street, East Boston, MA 02128 ("**the Borrower**") and Daniel Perez, 383 Second Street, Everett, MA 02149 ("**the Lender**").

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. LOAN.**

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IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first above written.

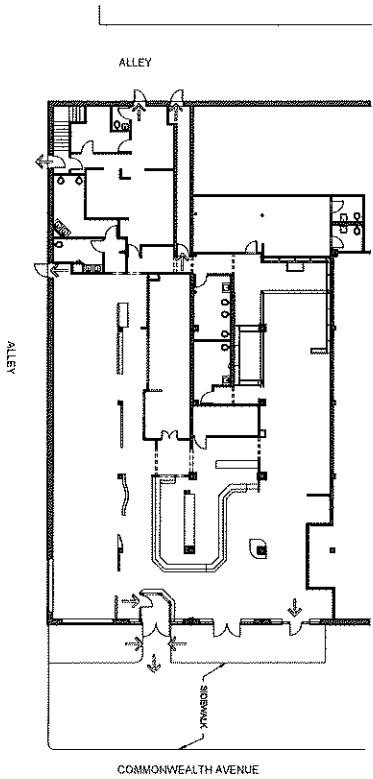
**The Borrower**  
**Andrea Perez**

Andrea C. Perez

**The Lender**  
**Daniel Perez**

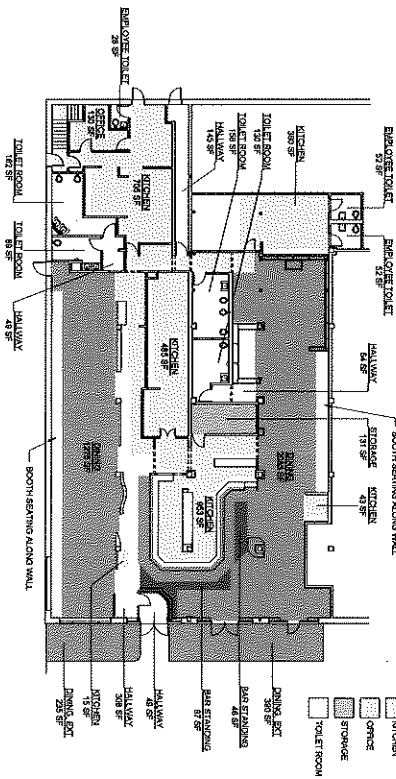
Daniel Perez

② EGRESS PLAN  
1/16" = 1'-0"



NOTE  
ALL EXTERIOR EGRESS DOORS EGRESS TO MAIN

① AREA PLAN  
1/16" = 1'-0"



NOTES:  
1. ROOMS WITH SEATING ARE SHOWN WITH SEATING CAPACITY.  
2. BOOTH SEATING IS SHOWN WITH SEATING CAPACITY PER 24"

INDOOR SEATING OCCUPANCY LOAD: 17  
OUTDOOR SEATING OCCUPANCY LOAD: 40  
GRAND TOTAL OCCUPANCY LOAD: 213

OCCUPANT LOAD & TOILET FACILITIES CALCULATIONS									
NAME	AREA (SF)	OCCUPANT LOAD (SF/OCCUPANT)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)	TOILET REQ. (1 PER 17 PM)
DINING	131	8	26	4	3	74	3		
KITCHEN	355	15	20	75	4	200	2		
BAR	15	15	40	75	2	200	2		
TOILET ROOM	411	0	0	0	0	0	0		
TOILET ROOM	255	200	12	0	0	0	0		
TOILET ROOM	151	151	1	0	0	0	0		
TOILET ROOM	301	301	1	0	0	0	0		
TOILET ROOM	227	227	1	0	0	0	0		
BOOTH SEATING									

LEGEND

- DINING
- KITCHEN
- BAR
- TOILET ROOM
- TOILET ROOM
- TOILET ROOM
- TOILET ROOM
- TOILET ROOM
- TOILET ROOM
- TOILET ROOM

TOILET ROOM REQUIREMENTS (SEE OCCUPANCY LOAD & TOILET FACILITIES BUILDING)									
OCCUPANT LOAD	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS	WATER CLOSETS
1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40	1 PER 40
1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75	1 PER 75
1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200
1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200	1 PER 200

1. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:

AREA	TOILET ROOM	OCCUPANT LOAD	TOILET ROOM	OCCUPANT LOAD	TOILET ROOM	OCCUPANT LOAD	TOILET ROOM	OCCUPANT LOAD	TOILET ROOM	OCCUPANT LOAD
DINING AND BAR AREA	ASSEMBLY TWO ROOM WITH UNCONCENTRATED TABLES AND CHAIRS	15 NET	15 NET	15 NET	15 NET	15 NET	15 NET	15 NET	15 NET	15 NET
BAR SEATING ROOM	ASSEMBLY TWO ROOM WITH UNCONCENTRATED TABLES AND CHAIRS	5 NET	5 NET	5 NET	5 NET	5 NET	5 NET	5 NET	5 NET	5 NET
KITCHEN	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS
TOILET ROOM	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS
TOILET ROOM	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS
TOILET ROOM	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS	200 GROSS

1. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
2. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
3. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
4. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
5. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
6. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
7. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
8. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
9. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:  
10. TOILET ROOMS ARE SHOWN WITH THE FOLLOWING:



10 Davis New Ave  
Somerville, MA 02143  
617.625.1234  
dixdesignanddevelopment.com

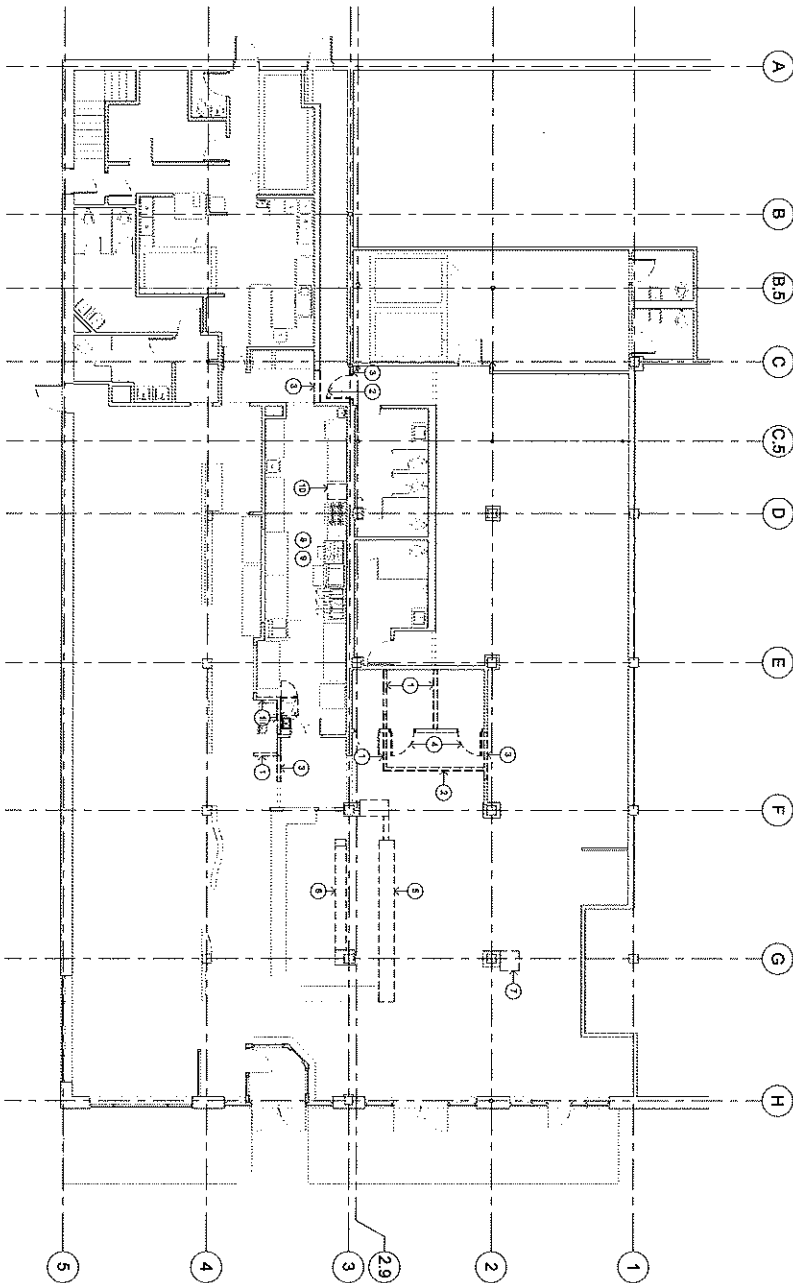
Sunset Cantina  
916 Commonwealth Avenue, Boston, MA

CODE ANALYSIS AND  
AREA PLAN

A0.1

Project number: 20180227  
Date: 9/19/2018  
Scale: As indicated

1 DEMOLITION PLAN  
1/8" = 1'-0"



**DEMOLITION NOTES:**  
1. REMOVE AND DISPOSE OF WALL.  
2. REMOVE AND DISPOSE OF WALL UP TO HEIGHT OF STAIRS FROM CEILING.  
3. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
4. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
5. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
6. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
7. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
8. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
9. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.  
10. REMOVE AND DISPOSE OF WALL UP TO 7' FROM FLOOR OPENING.



**MIX**  
Design and  
Development  
10 Grand View Ave.  
Somerville, MA 02144  
617.625.9999  
www.mixedesign.com

- REVISIONS:**
1. ALL WORK SHOWN TO BE DEMOLISHED OR REMOVED SHALL BE DEMOLISHED OR REMOVED AS SHOWN. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEMOLITION PERMITS AND THE CITY OF BOSTON DEMOLITION ORDINANCES.
  2. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEMOLITION PERMITS AND THE CITY OF BOSTON DEMOLITION ORDINANCES.
  3. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEMOLITION PERMITS AND THE CITY OF BOSTON DEMOLITION ORDINANCES.
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  10. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF BOSTON DEMOLITION PERMITS AND THE CITY OF BOSTON DEMOLITION ORDINANCES.
- GENERAL NOTES:**
1. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
  2. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
  3. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
  4. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
  5. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
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  9. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.
  10. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNLESS NOTED OTHERWISE.

No.	Description	Date
1	DEMOLITION PLAN	2/1/2018
2	DEMOLITION PLAN	2/1/2018
3	DEMOLITION PLAN	2/1/2018
4	DEMOLITION PLAN	2/1/2018
5	DEMOLITION PLAN	2/1/2018
6	DEMOLITION PLAN	2/1/2018
7	DEMOLITION PLAN	2/1/2018
8	DEMOLITION PLAN	2/1/2018
9	DEMOLITION PLAN	2/1/2018
10	DEMOLITION PLAN	2/1/2018

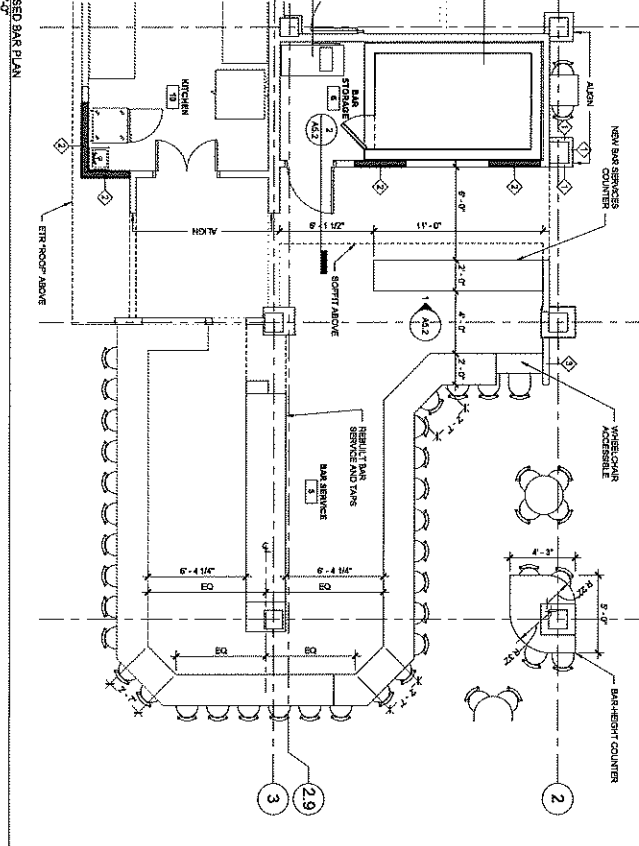
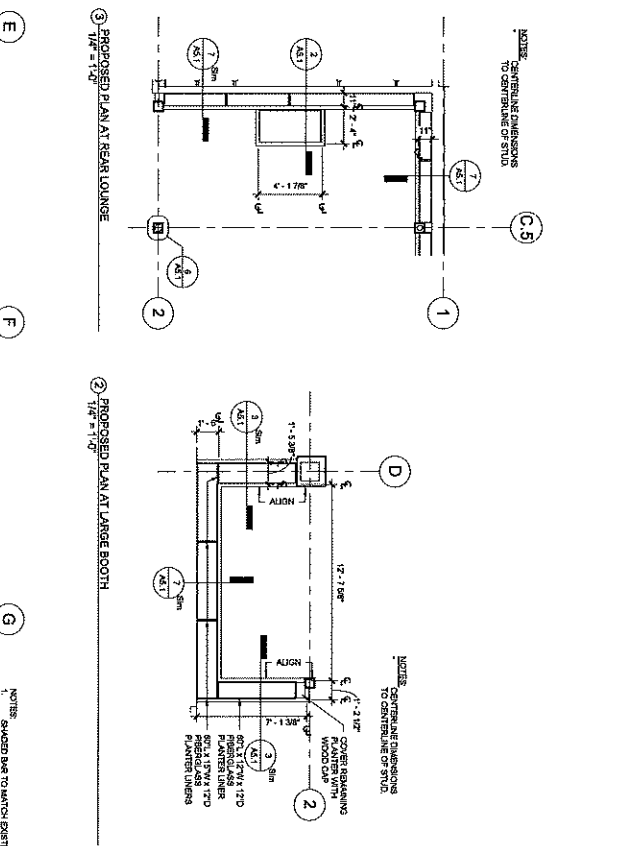
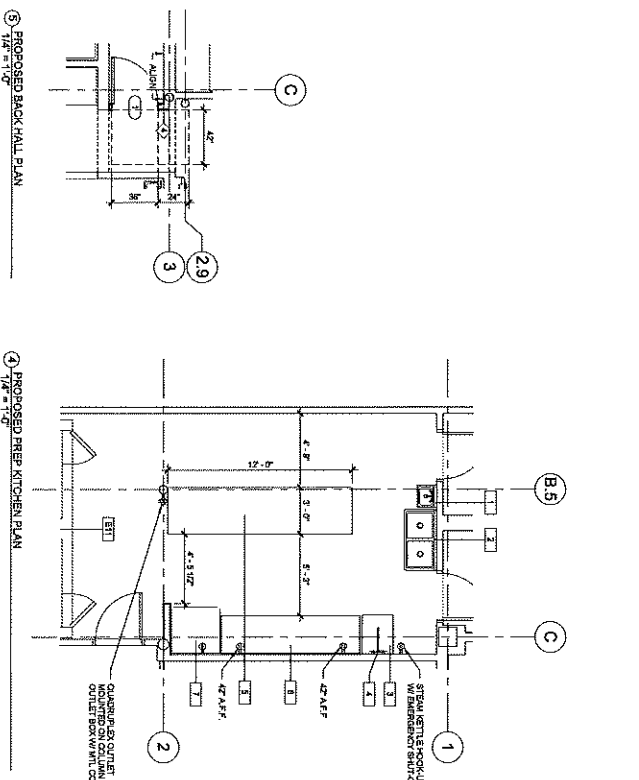
**Project Number:** 2018027  
**Date:** 9/19/2018  
**Scale:** As Indicated

**Sunset Cantina**  
916 Commonwealth  
Avenue, Boston, MA  
**DEMO PLANS**

**AD1.1**



EQUIPMENT SCHEDULE										INSTALLATION
ITEM	QTY	NAME	DESCRIPTION	WIDTH	DEPTH	HEIGHT	PLUMBING	ELECTRICAL	MECHANICAL	
NEW CONSTRUCTION										
1	1	WATER SINK	30" x 18" x 10" stainless steel, undermount	18"	30"	10"			PC	
2	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
3	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
4	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
5	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
6	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
7	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
8	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
9	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
EXISTING										
10	1	WATER SINK	30" x 18" x 10" stainless steel, undermount	18"	30"	10"			PC	
11	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
12	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
13	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
14	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
15	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
16	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
17	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
18	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
19	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	
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100	1	WATER SINK	18" x 18" x 10" stainless steel, undermount	18"	18"	10"			PC	



**Design and Development**

10 Grand View Ave  
Scarsdale, NY 10583  
914.491.1111  
www.designanddevelopment.com

**ENLARGED PLANS**

Project number: 2018027  
Date: 9/19/2018  
Scale: 1/4" = 1'-0"

**Sunset Cantina**  
916 Commonwealth Avenue, Boston, MA

**A1.2**



19 GREAT VIEW AVE  
SUNSET, MA 02443  
617.451.1111  
www.mixedesign.com

1. ALL WORK RELATED TO PLUMBING, ELECTRICAL, MECHANICAL, AND FIRE PROTECTION SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND STANDARDS.
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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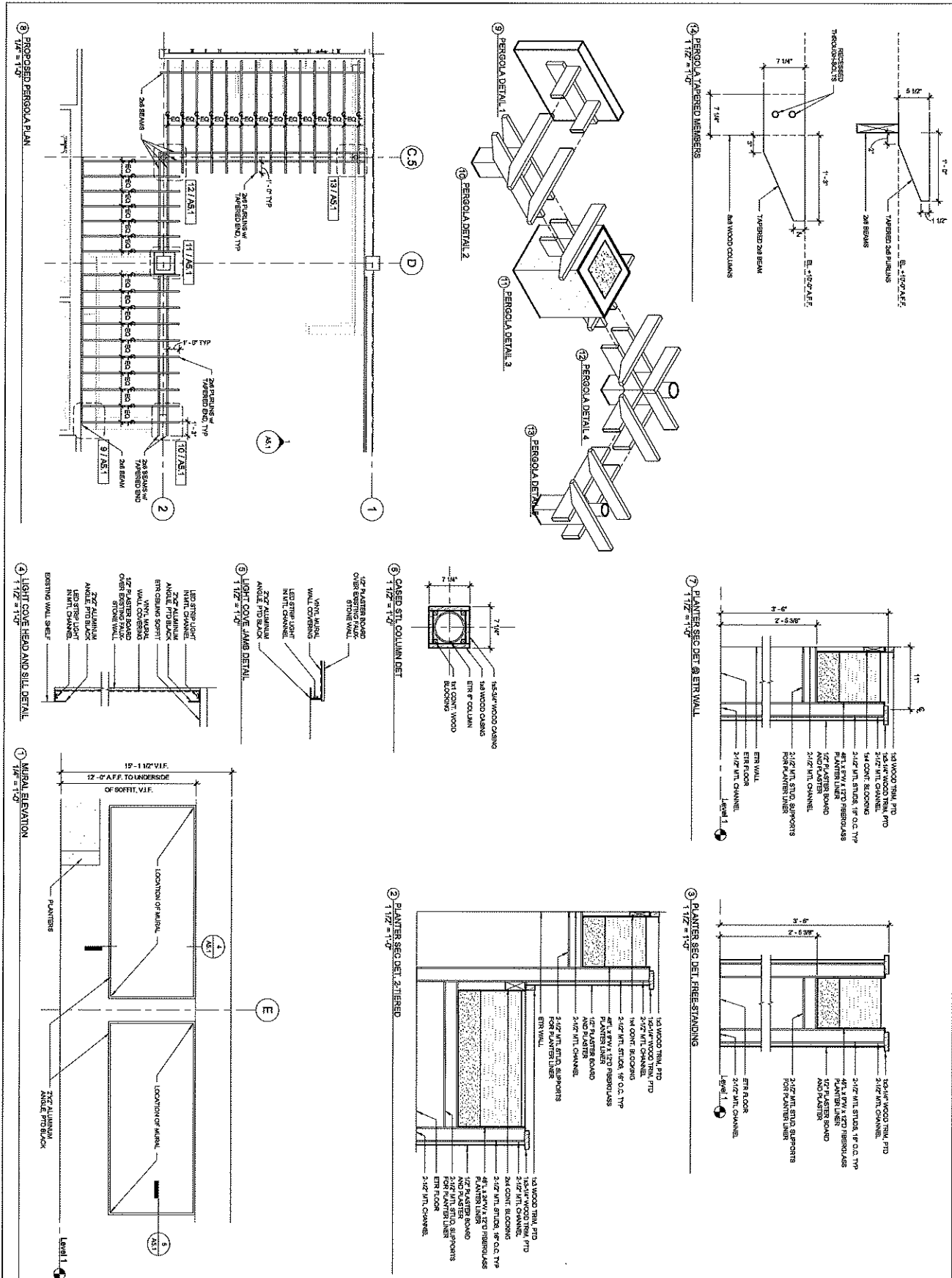
No.	Description	Date
1	Revised	2/1/2021
2	Revised	2/1/2021
3	Revised	2/1/2021
4	Revised	2/1/2021
5	Revised	2/1/2021
6	Revised	2/1/2021
7	Revised	2/1/2021
8	Revised	2/1/2021
9	Revised	2/1/2021
10	Revised	2/1/2021

**Sunset Cantina**  
916 Commonwealth  
Avenue, Boston, MA

**DETAILS**

**A5.1**

As indicated



12.A.



**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AGREEMENT (this "Agreement"), entered into as of September 1, 2022, is made by and among Northsiders, LLC, a Massachusetts limited liability company having an address of 6-B Beacon Street, Boston, Massachusetts 02108 (the "Assignor"), Sunset Group LLC, a Massachusetts limited liability company having an address of 916 Commonwealth Avenue, Boston, Massachusetts 02218 ("Assignee"), and Derek A. Howe, Sole Trustee of Pleasant Ventures Realty Trust, established under Declaration of Trust dated February 1, 1988, recorded at Norfolk Registry of Deeds at Book 7896, Page 24, as amended, and having an address c/o SIS Property Management, 930 Commonwealth Avenue, Boston, MA 02215 (the "Landlord").

**RECITALS:**

WHEREAS, the Landlord and Assignor entered into a Lease dated August 2, 2018 (the "Lease"), for certain space at 916 Commonwealth Avenue, Brookline, Massachusetts 02446, as more particularly defined in the Lease (the "Premises"). Capitalized terms used but not defined herein shall have the meanings given in the Lease;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title, and interest in and to the Lease, subject to the terms and conditions set forth below, effective as of September 1, 2022 (the "Effective Date");

WHEREAS, the Landlord is willing to consent to the assignment contemplated hereby, but only upon the terms and conditions set forth below, and to join in this instrument for the purposes of obtaining the undertakings of Assignor and Assignee set forth below; and

WHEREAS, the Landlord and Assignee now desire to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, assigns and sets over unto Assignee, all of its rights, title, interest and obligations under the Lease. In accordance with Section 7.1 of the Lease, notwithstanding such transfer and assignment, Assignor shall remain fully liable for all obligations of Tenant under the Lease, including, without limitation, the obligation to pay the Rent and other amounts provided under the Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of the Lease or any further assignment, other Transfer, or subleasing, and Assignor hereby irrevocably consents to any and all such transactions.
2. Assignee hereby assumes the performance of and agrees to be bound by all of the obligations of Assignor as Tenant under the Lease, including, without limitation, the obligation to pay the Rent and all other amounts provided for thereunder, as well as all other terms, covenants and conditions of the Lease, effective as of the Effective Date.

3. Assignee agrees that there shall be no further assignment of the Lease except with the express written consent of the Landlord (or as expressly otherwise permitted in the Lease).
4. Assignor and Assignee jointly and severally agree to reimburse Landlord on demand for any cost incurred by Landlord to make the Building or Lot or any part of either part of them comply with the requirements of the ADA to the extent that such compliance is made necessary by reason of the assignment of the Lease by Assignor to Assignee as contained herein.
5. The Landlord, Assignor, and Assignee hereby agree that, subject to the foregoing express provisions hereof, from and after the Effective Date, Assignee shall for all purposes be the Tenant under the Lease, with the same force and effect as if Assignee had been the original Tenant specified in the Lease and had executed the Lease as the Tenant.
6. The Landlord consents to the assignment of the Lease from Assignor to Assignee and enters into this Assignment for the purposes of securing the agreement of Assignee to perform all of the obligations of the Tenant under the Lease.
7. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the security deposit under the Lease in the amount of Fifty Thousand Dollars (\$50,000.00) being held by the Landlord under the Lease. Assignee agrees that the Landlord shall continue to hold the security deposit under the Lease in accordance with the terms and conditions of the Lease
8. Notwithstanding the Base Rent set forth in Section 1.1 the Lease, (a) provided Assignee is not in default under the terms, covenants and conditions of the Lease, Assignee shall have the right to use and occupy the Premises free of Base Rent from the Effective Date to November 30, 2022 (the "Free Rent Period"), provided, however, Assignee shall remain liable to pay any additional rent or other charges payable pursuant to the Lease during the Free Rent Period; and (b) from and after December 1, 2022, until August 31, 2023, Assignee shall pay Base Rent in the amount of \$16,439.00 per month (\$197,268.00 per annum, and \$22.67 per square foot). From and after September 1, 2023, Assignee shall pay the Base Rent as set forth in Section 1.1 of the Lease.
9. Assignor and Assignee acknowledge and agree that no discussions or negotiations were had with any real estate broker or agent concerning this Agreement. Based on the foregoing, Assignor and Assignee shall indemnify and hold Landlord harmless from and against any and all claims for a brokerage commission or other compensation arising out of their respective dealings with any real estate broker or agent.
10. All other terms and conditions of the Lease, except as explicitly modified herein, shall remain and continue in full force and effect. This Agreement shall govern in the event of an inconsistency between this Agreement and the other portions of the Lease. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and

## 12.A.

their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed to be original signatures. On and after the Effective Date, each reference in the Lease to "this Lease," "herein," "hereof," "hereunder" or words of similar import shall be deemed to be a reference to the Lease as amended by this Agreement, and the Lease as so amended shall be read as a single, integrated document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Amendment of Lease Agreement under seal as of the date and year first above written.

ASSIGNOR:

NORTHSIDERS, LLC

By: William McCarthy  
 Name: William McCarthy  
 Title: Manager

ASSIGNEE:

SUNSET GROUP LLC

By: Caterina Chang  
 Name: Caterina Chang  
 Title: Manager

LANDLORD:

PLEASANT VENTURES REALTY TRUST

By: Derek A. Howe  
 Name: Derek A. Howe  
 Title: Sole Trustee



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coastline Risk, Inc. 85 B East Central St, Suite A  Natick MA 01760-3647  <b>INSURED</b>  SUNSET GROUP LLC DBA: Sunset Cantina Restaurant & Bar  916 Commonwealth Ave  BOSTON MA 02128	<b>CONTACT NAME:</b> Michael Hores <b>PHONE (A/C, No, Ext):</b> 617-500-1824 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mike@coastlinrisk.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Trisura Specialty Insurance Company</td> <td>16188</td> </tr> <tr> <td>INSURER B : MA Retail Merchants WC Group Inc.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Trisura Specialty Insurance Company	16188	INSURER B : MA Retail Merchants WC Group Inc.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : MA Retail Merchants WC Group Inc.															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OSU1003783-00	09/15/2022	09/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Assault and Battery	\$ 300,000
							A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS
BODILY INJURY (Per person)	\$							
BODILY INJURY (Per accident)	\$							
PROPERTY DAMAGE (Per accident)	\$							
	\$							
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OSUXL1000349-00	09/15/2022	09/15/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	014005035435122	09/15/2022	09/15/2023	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Liquor Liability			OSU1003783-00	09/15/2022	09/15/2023	Limit: \$ 1,000,000 ea Common Cause	
A	Liquor Liability			OSU1003783-00	09/15/2022	09/15/2023	Limit: \$ 2,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

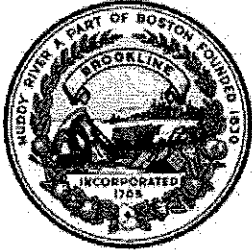
**CERTIFICATE HOLDER****CANCELLATION**

GENERAL CERTIFICATE - PROOF OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Michael R Hores*



**Commonwealth of Massachusetts**  
**Town of Brookline**  
**LIQUOR LICENSE**  
*Common Victualler*

**THE SELECT BOARD**

Hereby Grants a License to Expose, Keep for Sale, and to Sell  
**ALL KINDS OF ALCOHOLIC BEVERAGES**

**To Be Drunk On the Premises**

during the hours covered by your Common Victualler's license but not before 12 noon on Sundays and before 10 a.m. on all other days, and not after 2 a.m., except as may otherwise be permitted below.

To: **Northsiders, LLC**

d/b/a: **Sunset Cantina**

Manager: **Oran McGonagle**

on the following premises **916 COMMONWEALTH AVENUE,  
 BROOKLINE, MA 02215**

on the premises covered by the said license to patrons twenty-one years of age or older.

This license is granted subject to, and conditioned on, the licensee's compliance with all applicable federal, state and local laws, regulations of the licensing authorities, and conditions stated on this license, and it expires on **12/31/2022**.

Hours: **Sun-Sat 11am-2am**

Indoor Seats:

Outdoor Seats:

IN TESTMONY WHEREOF, the undersigned have hereunto affixed their official signatures on **12/31/2021**.

**THIS LICENSE MUST BE DISPLAYED ON THE PREMISES**

**Conditions**

1. Licensee is responsible for compliance with the requirements of the Town Zoning Bylaw with respect to signage. The Town's Planning Community Development Department is available for consultation and assistance if there is any question related to signage in Brookline.
2. Licensee is responsible for continued compliance for any conditions attached to their property related to a Board of Appeals decisions or a Planning Board sign and façade review. The Town's Planning & Community Development Department is available for consultation and assistance if there is any question related to conditions attached to any Board of Appeals or Planning Board decision.

# Legal Ad

Notice is hereby given under Chapter 138 Section 12 of the General Laws that:

Corporate Name: Sunset Group LLC

D/B/A: Sunsent Cantina

Manager of Record: Catarina Chang

Type of License: ☐ New ☒ Transfer (see below)

☐ All Alcohol Restaurant

☐ Wine and Malt Restaurant

☐ All Alcohol Package Store

☐ Wine and Malt Package Store

Address of establishment: 916 Commonwealth Ave, Boston MA 02215

Seating Capacity: Indoor: 215 Outdoor: 24

## Hours of Operation

DAYS: Tuesday- Thursday HOURS: 4:00 pm - 1:00 am

DAYS: Friday - Saturday HOURS: 4:00 pm - 2:00 am

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

## Hours of Alcohol Service

DAYS: Tuesday- Thursday HOURS: 4:00 pm - 1:00 am

DAYS: Friday - Saturday HOURS: 4:00 pm - 2:00 am

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

For transfers please provide their info below:

Corporate Name: East Coast Tavern Group

D/B/A: Sunset Cantina

Internal use:

Date and Time of hearing: \_\_\_\_\_

## Checklist for Common Victualler with Alcohol


☒ Common Victualler Application

☒ New Restaurant   ☐ Existing

Only  
req'd  
for  
new  
rest

☒ Vote of Corporation

☒ Renovation Form

☒ License Interview Form

☒ State Tax Verification Form

☒ Description of Operations

☒ CORI Acknowledgement Form

☒ Copy of menu

☒ Litter Letter

☒ Delivery description

☒ Three letters of reference

☒ A set of: a description, illustration, and/or detailed plans

☒ General and Liquor Liability Insurance Certificate (required prior to opening)

☒ Certificate of Occupancy, Use, or Inspection (required prior to opening)

☐ Workers' Compensation Form (required prior to opening)

☒ Legal Right to Occupy, a lease or deed

☐ Business Certificate (Town Clerk's Office)

☒ IN-PERSON class for the safe service of alcohol certification (Manager of Record)

☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)

☒ Alternate Manager Application (if applicable)

☒ Entertainment Application (if applicable)

☒ Outdoor Seating Application (if applicable)

---

☐ Report from Brookline Police

☐ Report from Building

☐ Report from Fire

☐ Report from Health

☐ DPW (Outside seating only)



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

## APPLICATION FOR COMMON VICTUALLER LICENSE

DATE: 09/19/2022

LOCATION: 916 Commonwealth Ave, Brookline MA ZIP: 02215

APPLICANT: Sunset Group LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Sunset Cantina

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

Sunset Group LLC

NAME	TITLE	EMAIL ADDRESS
Catarina Chang	Manager	catarina@koyboston.com

TELEPHONE #	ADDRESS

NAME	TITLE	EMAIL ADDRESS
Kilder Cardona	Alternative manager	kilder12@gmail.com

TELEPHONE #

ADDRESS

\_\_\_\_\_

NAME

TITLE

EMAIL ADDRESS

Jason Bautista

Manager - Member

jason.lahacienda@gmail.com

TELEPHONE #

ADDRESS

\_\_\_\_\_

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? \_\_\_\_\_

IF YES, LOCATION: AND DATES: No \_\_\_\_\_

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: Yes, I have managed other \_\_\_\_\_

IF YES, LOCATION: AND DATES food service business since 2014 \_\_\_\_\_

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: Tuesday - Thursday HOURS: 4:00 pm - 1:00 am

DAYS: Friday- Saturday HOURS: 4:00 pm - 2:00 am

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: Tues- Thurs HOURS: 4:00 pm - 1:00 am

DAYS: Frid - Sat HOURS: 4:00 pm - 2:00 am

DAYS: \_\_\_\_\_ HOURS: \_\_\_\_\_

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

Mexican MenuFLOOR SPACE SQ. FT. 8221BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? No

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE DINING: 223 INSIDE BAR: 26 OUTSIDE: 40Outside seating only applicable for 6 months from April 15<sup>th</sup> – October 15<sup>th</sup>.

(Please attach plan showing location and layout of outdoor seating.)

If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: yesNUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 4NUMBER OF PARKING SPACES (IF ANY): 15NUMBER OF EMPLOYEES: 30

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions YesAPPLICANT SIGNATURE [Signature] TITLE: Manager PHONE# 857-991-1483EMAIL ADDRESS catarina@koyboston.com

VOTE OF CORPORATIONDATE: 08/12/2022AT A MEETING OF THE BOARD OF DIRECTORS OF Sunset GroupHELD AT: 974 Bennington St, Boston MA 02128 ON: 08/12/2022

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Liquor license transfer

(TYPE OF LICENSE)

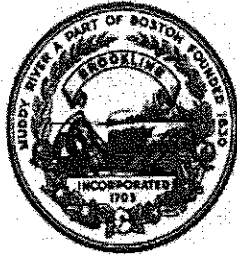
FOR THE YEAR 2022 TO BE EXERCISED ON THE PREMISES LOCATED AT  
916 Commonwealth Ave, Brookline MA 02215VOTED: TO AUTHORIZE Kilder Cardona TO  
SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Sunset Group LLC\_\_\_\_\_  
AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS \_\_\_\_\_ BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK

**RENOVATION FORM**

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) N/A

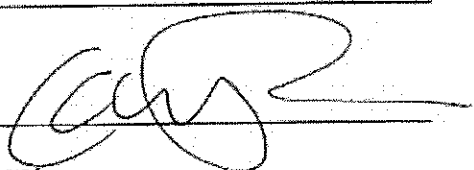
(2)

(3)

(4)

(5)

(6)

DATE: 9/19/2022 SIGNATURE OF APPLICANT: 

**(PLEASE SUBMIT A SET OF PLANS)**



**LICENSE INTERVIEW FORM**

**TYPE OF LICENSE APPLYING FOR:** liquor License transfer

**NAME:** Kilder Cardona

**ADDRESS:**

**EMAIL AD**

**PHONE #:**

**PLACE OF BIRTH:** Massachusetts

**FATHER'S NAME:** Kilder A Cardona

**MOTHER'S MAIDEN NAME:** Claudia Bustamente

**ARE YOU A CITIZEN?** YES ☒ NO ☐ **ALIEN CARD #**

**ARE YOU A VETERAN:** YES ☒ NO ☐

**RESIDENCES FOR LAST FIVE YEARS**

**DATE:** 2020- Present **LOCATION:**

**DATE:** 2015-2020 **LOCATION:**

**DATE:** **LOCATION:**

**DATE:** **LOCATION:**

**DATE:** **LOCATION:**

**EDUCATION**

**DATE:** 2006 **LOCATION:** Pope John High School

**DATE:** 2008 **LOCATION:** Salem State University

**DATE:** **LOCATION:**

**DATE:** **LOCATION:**

**EMPLOYMENT HISTORY**

**DATE:** 2007-2012 **LOCATION:** PF Changs **POSITION:** Corporate trainer

**DATE:** 2012-2016 **LOCATION:** Hard Rock **POSITION:** Bartender

**DATE:** 2016-2018 **LOCATION:** Lawn on D **POSITION:** Bartender

**DATE:** 2018-Present **LOCATION:** Koy **POSITION:** Bar Manager

**DATE:** 2018-Present **LOCATION:** Barney's Grill **POSITION:** General Manager

**SIGNATURE:** Kildav Cordner **DATE:** 9/15/2022

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**



STATE TAX VERIFICATION FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

*Carly*

\*Signature of Individual

\_\_\_\_\_  
By: Corporate Officer

\_\_\_\_\_

\*\* Social Security #

Voluntary or Federal ID #

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.


Sunset Group LLC  
916 Commonwealth Ave  
Brookline, MA 02215

September 19, 2022

To whom it may concern,

Our daily operation will consist in the following: Our hours of operation will be Tuesday through Thursday from 4:00 pm to 1:00 am and Friday and Saturday from 4:00 pm to 2:00 am. We will be offering Mexican food menu with a full bar with traditional cocktails beer and wine. We're looking to offer a daily fresh menu therefore our cooking preparation will begin before opening to the public. Our vendors will do their deliveries in the morning, and they will be using our designated parking spaces on the side of the building. We are looking to hire about 30 employees from chef, managers, waiters, cooks, dishwasher, cleaners, runners, bartender, and security. We are looking forward to being part of the Brookline community and provide a welcoming and safe space to enjoy our food and cocktail menu.

Sincerely,



Catarina Chang  
Manager

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

Applicant - Position: ManagerDepartment/License: Liquor License

Volunteer - Position: \_\_\_\_\_

Department: \_\_\_\_\_



Employee - Position: \_\_\_\_\_

Department: \_\_\_\_\_



Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only. The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

9/15/2022

Today's Date

## Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Perez First Name: Andrea MI: C

Current Address: \_\_\_\_\_

Former Address: \_\_\_\_\_

Maiden Name or Alias (if Applicable): \_\_\_\_\_ Place of Birth: Massachusetts

Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_

Sex: female Height: 5 ft. 02 in. Race: White Eye Color: brown

State Driver's License Number (Include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_

List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Patricia E Velez Father's Name: Gabriel J Perez

\*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

## \*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

<input checked="" type="checkbox"/>	Applicant - Position: <u>Manager</u>	Department/License: <u>Liquor License</u>
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input type="checkbox"/>	Employee - Position: _____	Department: _____
<input type="checkbox"/>	Contractor - Company Name: _____	

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

9/15/2022

Today's Date

## Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Callejas First Name: Aldo MI: A  
 Current Address: [REDACTED]  
 Former Address: [REDACTED]  
 Maiden Name or Alias (if Applicable): \_\_\_\_\_ Place of Birth: Massachusetts  
 Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]  
 Sex: Male Height: 6 ft 00 in Race: White Eye Color: brown  
 State Driver's License Number (include State): [REDACTED] ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Maria Salgado Father's Name: Jose A Callejas

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

## \*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued \_\_\_\_\_ identification: (List ID Type)

Signature of CORI Authorized Employee \_\_\_\_\_ Date \_\_\_\_\_

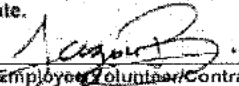
Name and Position of CORI Authorized Employee \_\_\_\_\_

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

<input checked="" type="checkbox"/>	Applicant - Position: <u>Manager</u>	Department/License: <u>Liquor License</u>
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input type="checkbox"/>	Employee - Position: _____	Department: _____
<input type="checkbox"/>	Contractor - Company Name: _____	

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

 9/15/2022  
 Applicant/Volunteer/Employee/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Bautista First Name: Jason MI: \_\_\_\_\_  
 Current Address: [REDACTED]  
 Former Address: [REDACTED]  
 Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: California  
 Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]  
 Sex: Male Height: 6 ft.    in. Race: White Eye Color: Brown  
 State Driver's License Number (Include State): [REDACTED] ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Rosa c. Bautista Father's Name: N/A

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued \_\_\_\_\_ identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

<input checked="" type="checkbox"/>	Applicant - Position: <u>Manager</u>	Department/License: <u>Liquor License</u>
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input type="checkbox"/>	Employee - Position: _____	Department: _____
<input type="checkbox"/>	Contractor - Company Name: _____	

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Kilder Cardona 9/15/2022  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Cardona First Name: Kilder MI: \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (If Applicable): \_\_\_\_\_ Place of Birth: Massachusetts  
 Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_  
 Sex: Male Height: 5 ft. 7 in. Race: White Eye Color: Brown  
 State Driver's License Number (include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Kilder A Cardona Father's Name: Claudia Bustamante

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

\*\*\*For Official Use Only\*\*\*

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued \_\_\_\_\_ identification: \_\_\_\_\_ (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_


Name and Position of CORI-Authorized Employee: \_\_\_\_\_

**APPENDIX A - CORI Acknowledgment Form**

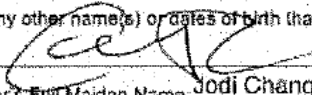
I am an: (please check one)

<input checked="" type="checkbox"/>	Applicant - Position: <u>Manager</u>	Department/License: <u>Liquor License</u>
<input type="checkbox"/>	Volunteer - Position: _____	Department: _____
<input type="checkbox"/>	Employee - Position: _____	Department: _____
<input type="checkbox"/>	Contractor - Company Name: _____	

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only. The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

 9/15/2022  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Catarina First Name: Chang MI: \_\_\_\_\_  
 Current Address: [REDACTED]  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (if applicable): \_\_\_\_\_ Place of Birth: Massachusetts  
 Date of Birth: [REDACTED] Last 6 digits of Social Security Number: [REDACTED]  
 Sex: female Height: 5 ft. 04 in. Race: White Eye Color: black  
 State Driver's License Number (Include State): [REDACTED] ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_  
  
 Mother's Full Maiden Name: Jodi Chang Father's Name: Fanni Chag

\*The Identity Theft Index PIN Number is not required and only for those applicants who have been issued an Identity Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable \_\_\_\_\_ government-issued \_\_\_\_\_ identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

## Sunset Cantina Menu

### Apps

#### Chips & Salsa

Yellow corn chips served with our house salsa

#### Fresh Guacamole

Traditional guacamole made with red onion, cilantro, tomato, and fresh lime juice

#### Chicken Nachos

3 crispy tortillas layered with beans, chicken, and monterey & cheddar cheese. Served with lettuce, sourcream, guacamole, pico de gallo, and jalapeños

Options: Cheese/vegetarian/steak\*/shrimp

#### Queso Fundido

Melted mozzarella cheese and Mexican chorizo. Served with warm flour tortillas.

Additional toppings: Carne asada\*, Fried pork belly, jalapeños, sauteed mushroom

#### Esquite

Roasted corn off the cob, mexican crema, queso fresco, lemon, and tajin

#### Chicken Wings

Choice of sauce, served with blue cheese dressing, carrot & celery sticks

Sauces: Buffalo, sweet chipotle, tamarindo

#### Shrimp Ceviche\*

Citrus cured shrimp, tossed with red onion, cucumber, pico de gallo, jalapeño, and avocado.

Served with warm tortilla chips

#### Aguachile Ceviche\*

Citrus cured shrimp Sinaloa style, tossed with a spicy green salsa, red onion, cucumber, cilantro, and avocado. Served with warm tortilla chips

#### Oysters\*

Fresh local oysters, cocktail sauce, Serrano Mignonette, and lemon wedges

#### Oyster\* Shooter

Blanco tequila, fresh lime juice, cilantro, aguachile, tajin rim

#### Baked Oysters\*

Topped with butter, roasted poblano, bread crumbs, and pico de gallo

**Salads****Taco Salad**

Tortilla bowl filled with romaine lettuce, pico de gallo, grilled corn of the cob, monterey & cheddar cheese, guacamole, mexican crema, and avocado\*

**Burrito Bowl**

Spanish rice, beans, sourcream, guacamole, monterey & cheddar cheese, pico de gallo, romaine lettuce, and fried tortilla strips

**Cobb salad**

Romaine lettuce, grilled corn off the cob, beans, crispy bacon, chopped egg, pico de gallo

Proteins: Steak\*/Chicken/Shrimp/salmon\*

Dressings: Ranch, blue cheese, italian, cilantro lime vinaigrette, chipotle vinaigrette

**Burritos, Burgers, & Sandwiches****Burrito**

12 inch flour tortilla filled with beans, spanish rice, shredded lettuce, monterey & cheddar cheese, pico de gallo, guacamole\*, sourcream, and jalapeños  
steak\*/chicken/adobada pork\*/tongue/shrimp

**Wet Burrito**

12 inch flour tortilla filled with beans, spanish rice, topped with our homemade red salsa, melted cheese, and sourcream  
steak\*/chicken/adobada pork\*/tongue/shrimp

**Quesadilla**

Grilled flour tortillas filled with sauteed mushrooms, bell peppers, onions, and monterey & cheddar cheese. Served with pico de gallo, guacamole, and sourcream,  
steak\*/chicken/adobada pork\*/shrimp/vegetarian

**Cantina Burger\***

6oz beef patty loaded with monterey & cheddar cheese, lettuce, tomato, jalapeños, avocado, and chipotle aioli on a toasted brioche bun. Served with French fries  
Additional toppings: fried egg/bacon

**Torta**

A Mexican sandwich made with mayo, refried beans, lettuce, tomato, avocado, monterey & cheddar cheese. Served with French fries  
steak\*/chicken/adobada pork\*/tongue/shrimp

**Entrees****Enchiladas Rojas**

2 corn tortillas filled with shredded chicken, covered with a homemade red salsa, and melted cheese. Served with spanish rice, beans, lettuce, sourcream, guacamole, and pico de gallo

**Enchiladas Suizas**

2 corn tortillas filled with shredded chicken, covered with a homemade creamy green salsa, and melted cheese. Served with spanish rice, beans, lettuce, sourcream, guacamole, and pico de gallo

**Enchiladas en Chipotle**

2 corn tortillas filled with sauteed shrimp, covered in chipotle crema, and melted cheese. Served with spanish rice, beans, lettuce, sourcream, guacamole, and pico de gallo

**Taco Combo**

3 corn tortilla tacos, topped with onions, cilantro, and avocado. Served with spanish rice, bean, and house salsas  
steak\*/chicken/adobada pork/tongue

**Baja Tacos**

2 cod tacos lightly fried in a Modelo beer batter. Topped with a cabbage slaw, pico de gallo, lime crema, cilantro, and served on grilled corn tortillas. Served with spanish rice, beans, and house salsas

**Shrimp Tacos**

3 flour tortilla tacos, filled with sauteed shrimp, chipotle crema, and cilantro. Served with spanish rice and beans

**Carne Asada\***

Marinated grilled skirt steak, salsa ranchera, and grilled scallion. Served with rice, beans, pico de gallo, avocado, romaine lettuce, and warm tortillas.

**Camarones al Chipotle**

Sauteed shrimp, onions, bell peppers, covered in chipotle crema. Served with spanish rice, vegetables, and a house salad

**Fajitas**

All fajitas are served on a cast iron skillet topped with sauteed onions, bell peppers, and a side of rice, beans, lettuce, sourcream, guacamole, monterey & cheddar cheese, and warm flour tortillas

**Regular Fajita**

Grilled Chicken

Grilled skirt steak

Sauteed Shrimp

**Combo Fajita**

Grilled skirt steak & chicken

Grilled skirt steak & Shrimp

Chicken & Shrimp

**Super combo Fajita**

Grilled skirt steak, Chicken, & shrimp

**BEVERAGES****SODA & JUICE**

Coke, Diet Coke, Sprite, Orange, Ginger Ale, Pepsi,  
Water, Manzana, Coconut, Orange Juice, Apple Juice,  
Columbiana, Perrier  
3.50

**MORE JUICES**

Horchata, Tamarind, Cashew and Melon  
4.75

**KOLA CHAMPAGNE**

4.75

**TEA**

Chamomile, Tropical Green Tea, Vanilla Bean, Organic  
Melange Mint, Organic Earl Gray, Organic Breakfast  
3

**SHAKES**

Banana, Strawberry, Mango, Papaya, Soursop,  
Passionfruit, Blackberry or Avocado, Any combo.  
5

**PIÑA COLADA**

6

**JARRITOS**

Mandarin, Tamarind, Strawberry, Pineapple, Lime,  
Sangria  
4.75

**BEERS****MEXICO**

Corona • Corona Light • Corona Premier • Modelo  
Especial • Negra Modelo • XX Lager • XX Amber •  
Pacifico Clara • Victoria Tecate • Tecate Light

**USA**

Budweiser • Bud Light • Coors Light • Sam Lager •  
Blue Moon • Michelob Ultra

**IRELAND**

O'Doul's • Guinness

**EL SALVADOR**

Regia • Pilsner • Suprema

**COLOMBIA**

Aguila

**GUATEMALA**

Famosa

**BELGIUM**

Stella Artois

**HOLLAND**

Heineken • Heineken Light

**DRAFT**

Lagunitas IPA • Rotating Line

**MICHELADAS**

Choose any Beer and style  
Colombian 7  
Mexican 8

**COCKTAILS****MOJITO CUBANO**

A classic with rum, lime, mint & soda  
12  
Flavors- coconut, mango, strawberry, mango, passion  
fruit 13

**LA LEGENDA**

Hennessey VS. fresh pineapple juice, cranberry juice  
12

**MOSCOW MULE**

Vodka, ginger beer, lime juice  
12

**EL CANTARITO**

Tajin & chamoy rim, tequila, lime juice, orange juice,  
and grapefruit soda  
11

**EL TROPICAL**

Bulleit Bourbon, peach schnapps, mango puree, sour  
mix  
13

**ESPRESSO MARTINI**

Absolut vanilla, espresso, Kahlua & Baileys  
14

**CARAJILLO**

After Dinner Special - Licor 43 & Espresso served over  
ice  
12

**PIÑA COLADA**

A frozen classic! Rum with our homemade colada mix  
10

**PALOMA**

Tequila with grapefruit soda  
11

**LA PELIRROJA**

Jameson, sour apple, cranberry juice  
11

**MARGARITAS****LOS HERMANOS FAVORITE**

Don Julio Reposado, cointreau, fresh lime juice, simple  
syrup, sour mix  
15

**LA ORIGINAL**

Our Jose Cuervo Margarita made with the following  
flavors:  
El Clasico 10  
El Manguito 12  
Passion Fruit 12  
Chamborita 12  
Skinny (made with Don Julio Blanco) 13  
Jalapeño 12  
Coconut 12

\* May be served raw or undercooked: consuming  
raw or undercooked meats, poultry, seafood,  
shellfish, or eggs may increase your risk of  
foodborne illness, especially if you have certain  
medical conditions. May be raw or undercooked the  
consumption of meat fish

Before ordering please inform your servers if  
someone at your table got food allergies.

Sunset Group LLC  
916 Commonwealth Ave  
Brookline, MA 02215

September 19, 2022

To whom it may concern,

Our trash will be arranged to be disposed every night, both being recycling, and trash. We have two dumpsters on the back of the restaurant right outside our door. We work with a local dumpster company to pick up our waste called RoadRunner phone number is 617-858-4774

Sincerely,



Catarina Chang  
Manager

Sunset Group LLC  
916 Commonwealth Ave  
Brookline, MA 02215

September 19, 2022

To whom it may concern,

Deliveries will be handled through the side parking spaces that we have which are 15 parking spaces that are not utilize. We will use them to intake food, alcohol and supplies deliveries therefore no street parking will be use by our vendors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cecilia', with a long horizontal flourish extending to the right.

Catarina Chang  
Manager

Jason Bautista  
112 Marion St  
East Boston MA 02128.

September 12, 2022

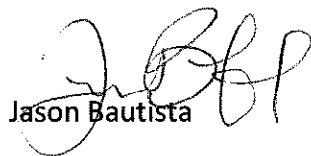
To whom it may concern,

My name is Jason Bautista, I'm the chef of La Hacienda Restaurant and member of Sunset Group LLC. I had the pleasure to work with Kilder Cardona in the past and it's my pleasure to recommend Kilder for the manager position. He's a great team player, always willing to help, very responsible and reliable.

I'm confidently recommend Kilder Cardona to join and be part of Sunset Group LLC.

Please feel to contact me at [Jason.lahacienda@gmail.com](mailto:Jason.lahacienda@gmail.com) should you like to discuss Kilder's qualifications and experience further.

Sincerely,

  
Jason Bautista

Aldo A Callejas  
10 New St Apt 912  
East Boston MA 02128.

September 15, 2022

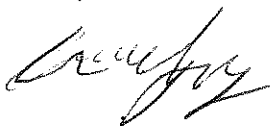
To whom it may concern,

My name is Aldo A Callejas, I'm the general manager of La Hacienda Restaurant, and member of Sunset Group LLC. I personally know Kilder Cardona for more than 5 years, he's been a good friend of mine through all these years and It's my pleasure to recommend Kilder Cardona as he's reliable, honest, loyal, and hardworking men..

I'm sure he's knowledge as a bartender and current general manager of Barney's Grill restaurant will be of great help to our restaurant and bar Sunset Cantina. I'm confidently recommend Kilder Cardona to join the Sunset Cantina Group team.

Please feel to contact [aldoc88@gmail.com](mailto:aldoc88@gmail.com) should you like to discuss Kilder's qualifications and experience further.

Sincerely,



Aldo A Callejas

Catarina Chang  
135 Everett St  
East Boston MA 02128.

September 15, 2022

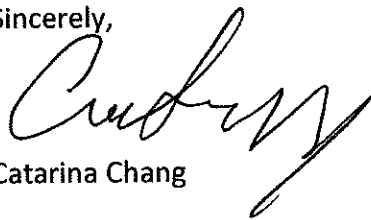
To whom it may concern,

My name is Catarina Chang, I'm the general manager of Korean fusion, Inc, and future manager of Sunset Cantina. I personally know Kilder Cardona for more than 10 years, he currently works at my restaurant as a bar manager. It's pleasure to recommend Kilder Cardona as alternative manager for Sunset cantina. I've been working with Kilder since 2018. He's honest independent and incredible hardworking person. In addition, he's very pleasant and amicable to be around which is very important to our clientele and for our team.

He's knowledge as a bartender has been a huge help to our restaurant and bar and I'm sure it will be a great asset for Sunset Cantina. I'm confidently recommend Kilder Cardona to join the Sunset Cantina Group team.

Please feel to contact me at [catarina@koyboston.com](mailto:catarina@koyboston.com) should you like to discuss Kilder's qualifications and experience further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catarina', with a stylized flourish extending from the end.

Catarina Chang





MIX  
Design and  
Development

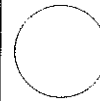
10 Grand View Ave  
Boston, MA 02114-3143  
617-893-5491  
www.mixedgroup.com

1. DEMOLITION NOTES:  
1. REMOVE AND DISPOSE OF WALL UP TO HEIGHT OF STORAGE ROOM CEILING.  
2. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.  
3. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.  
4. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.  
5. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.  
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9. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.  
10. REMOVE AND DISPOSE OF WALL UP TO 7' HIGH FOR NON-OPENING.

- DESIGN/INSTALL NOTES:  
1. ALL WORK SHALL BE IN ACCORDANCE WITH PLUMBING, ELECTRICAL, MECHANICAL, AND FIRE PROTECTION CODES.  
2. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
3. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
4. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
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9. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
10. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL REQUIREMENTS.

- ELECTRICAL NOTES:  
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL CITY, STATE, AND FEDERAL REQUIREMENTS.  
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GENERAL NOTES:  
1. NOTES ON EACH DRAWING TO APPLY TO THIS DRAWING.  
2. NOTES ON EACH DRAWING TO APPLY TO THIS DRAWING.



No.	Description	Date

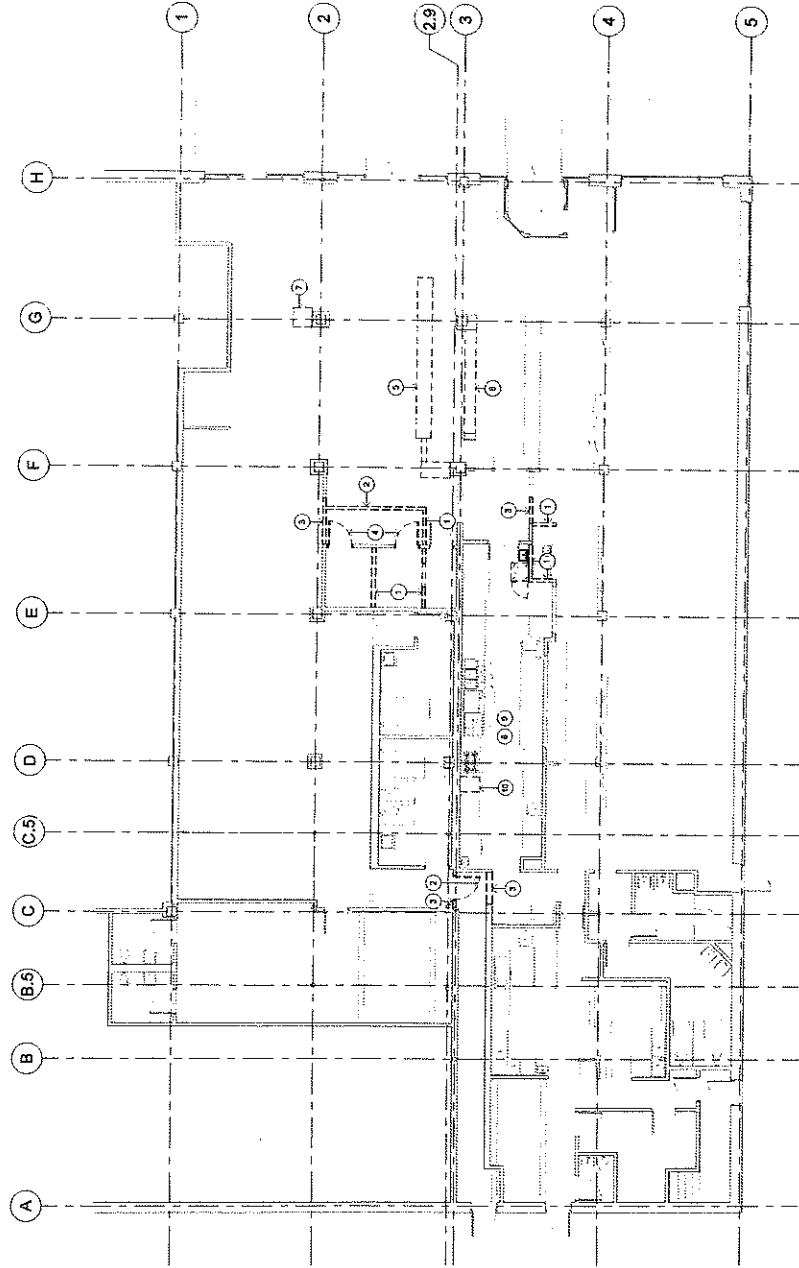
Sunset Cantina  
916 Commonwealth  
Avenue, Boston, MA

DEMO PLANS

Project number: 2018027  
Date: 9/15/2018

AD1.1

Scale: As Indicated



DEMOLITION PLAN  
1/8\"/>



10 Grand View Ave  
Somerville, MA 02143  
617-863-0491  
david@mixedanddevelop.com  
www.mixedanddevelop.com

[illegible]

**GENERAL NOTES:**  
1. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY

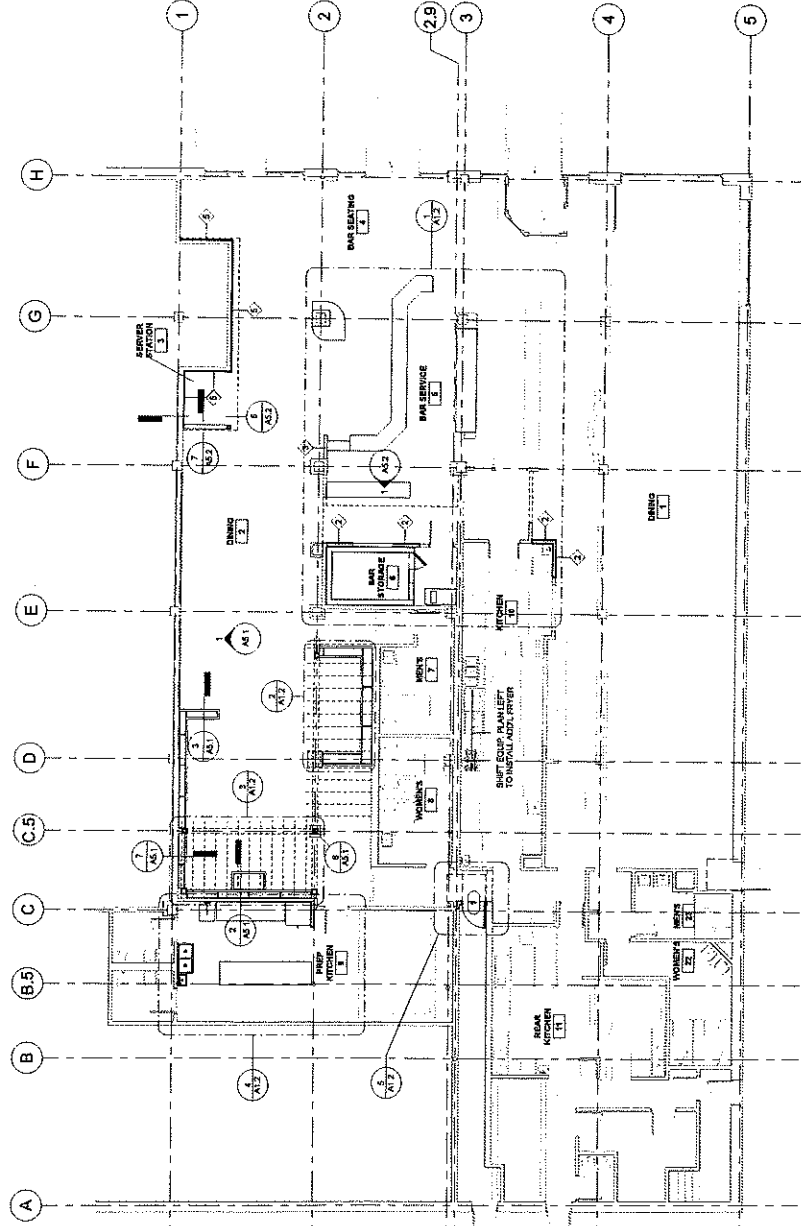
**Sunset Cantina**  
916 Commonwealth  
Avenue, Boston, MA

PLANS, SCHEDULES,  
AND NOTES

Project Number	2018027
Date	9/19/2018

## A1.1

Scale As indicated



1 PROPOSED PLAN  
1/8" = 1'-0"

PARTITION SCHEDULE													
PARTITION TYPE	DUSTING RESISTANT	FRAMING		FRAMING SPACING		SEALING		INSULATION		OVERALL DIMENSIONS		FIRE RATING	NOTES
		MATERIAL	SIZE	FRAMING	SPACING	TYPE	INSULATION	PERMITTER	WIDTH	HEIGHT			
1	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
2	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
3	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
4	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
5	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
6	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
7	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
8	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
9	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
10	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
11	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
12	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
13	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
14	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
15	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
16	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
17	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
18	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
19	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
20	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
21	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
22	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
23	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
24	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
25	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
26	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
27	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
28	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
29	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
30	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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32	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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45	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
46	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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48	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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54	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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65	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
66	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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85	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
86	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
87	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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89	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
90	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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92	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
93	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
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97	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
98	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
99	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP
100	NO	1" x 4"	16"	16"	16"	NO	NO	NO	NO	1" x 3"	12"	12"	UP

WALL SCHEDULE NOTES		CURRENT DIMENSIONS
FRAMING	INSULATION	UD - UNDERDRAIN OF FLOOR
UNIT 317-METAL STUD	MAT- MINERAL WOOL	AC-F ABOVE CEILING
	SPLIT-SOUND ATTENUATING BATT INSULATION	AS- AS DETAILLED
	GREATINGS	
	DWG-CUTBACK WALL BOARD	
	CE-CEILING SCISSOR	

DOOR SCHEDULE										
DOOR		FRAME		DIMENSIONS		HWM		DETAILS		
NUMBER	TYPE	W	H	W	H	W	H	W	H	DETAILS
F	HW	15"	70"	15"	70"	15"	70"	15"	70"	

DOOR SCHEDULE NOTES

FINISH SCHEDULE							
NO.	ROOM NAME	WALL	BASE	FLOOR	CEILING	NOTES	
1	HALLWAY	STR	STR	STR	STR	1	
2	RECEPTION	STR	STR	STR	STR	2	
3	RECEPTION STATION	STR	STR	STR	STR	3	
4	WAIT SEATING	STR	STR	STR	STR	4	
5	RECEPTION	STR	STR	STR	STR	5	
6	WAIT STATION	STR	STR	STR	STR	6	
7	MEANS	STR	STR	STR	STR	7	
8	MEANS	STR	STR	STR	STR	8	
9	RECEPTION	STR	STR	STR	STR	9	
10	RECEPTION	STR	STR	STR	STR	10	
11	MEANS	STR	STR	STR	STR	11	
12	MEANS	STR	STR	STR	STR	12	
13	MEANS	STR	STR	STR	STR	13	
14	MEANS	STR	STR	STR	STR	14	
15	MEANS	STR	STR	STR	STR	15	
16	MEANS	STR	STR	STR	STR	16	
17	MEANS	STR	STR	STR	STR	17	
18	MEANS	STR	STR	STR	STR	18	
19	MEANS	STR	STR	STR	STR	19	
20	MEANS	STR	STR	STR	STR	20	
21	MEANS	STR	STR	STR	STR	21	
22	MEANS	STR	STR	STR	STR	22	
23	MEANS	STR	STR	STR	STR	23	
24	MEANS	STR	STR	STR	STR	24	
25	MEANS	STR	STR	STR	STR	25	
26	MEANS	STR	STR	STR	STR	26	
27	MEANS	STR	STR	STR	STR	27	
28	MEANS	STR	STR	STR	STR	28	
29	MEANS	STR	STR	STR	STR	29	
30	MEANS	STR	STR	STR	STR	30	
31							

BASE	BASE	CEILING	CEILING
FRP - FIBER-REINFORCED	FRP - FIBER-REINFORCED	CONCRETE	CONCRETE
STAINLESS STEEL	STAINLESS STEEL	PAINTED	PAINTED
ET - DUSTING TO REMAIN	ET - DUSTING TO REMAIN	NO FINISH	NO FINISH
ET - DUSTING TO REMAIN	ET - DUSTING TO REMAIN	ET - DUSTING TO REMAIN	ET - DUSTING TO REMAIN

[illegible]

NOTES

1. MAIN DINING NOTES:
2. NEW DINING NOTES
3. BAR SEATING NOTES
4. BAR SEATING NOTES



Design and  
Development  
10 Grand View Ave  
Boston, MA 02143  
617-637-4431  
info@mxdg.com  
www.mxdg.com

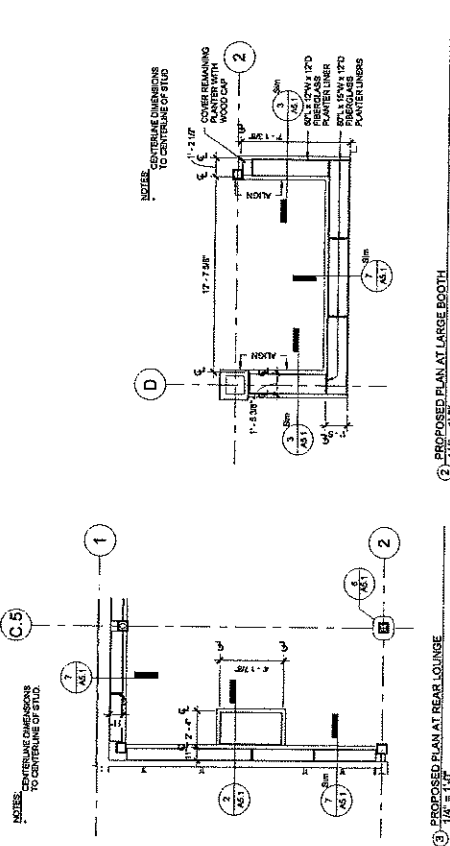
- DESIGNER'S NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), NFPA 70, AND THE MASSACHUSETTS ELECTRICAL CODE (MEC), 806 CMR. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE (MCC), NFPA 90, AND THE MASSACHUSETTS MECHANICAL CODE (MEC), 807 CMR.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING CODE (NPC), ASPE, AND THE MASSACHUSETTS PLUMBING CODE (MEC), 808 CMR.
  3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL GAS CODE (NGC), NFPA 54, AND THE MASSACHUSETTS GAS CODE (MEC), 809 CMR.
  4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE (HAZWOPER) STANDARD, NFPA 704, AND THE MASSACHUSETTS HAZWOPER STANDARD, 810 CMR.
  5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) STANDARDS, NFPA 705, AND THE MASSACHUSETTS SAFETY COUNCIL STANDARDS, 811 CMR.
  6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) STANDARDS, NFPA 706, AND THE MASSACHUSETTS ELECTRICAL MANUFACTURERS ASSOCIATION STANDARDS, 812 CMR.
  7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS, NFPA 707, AND THE MASSACHUSETTS FIRE PROTECTION ASSOCIATION STANDARDS, 813 CMR.
  8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY COUNCIL (NSC) STANDARDS, NFPA 708, AND THE MASSACHUSETTS SAFETY COUNCIL STANDARDS, 814 CMR.
  9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) STANDARDS, NFPA 709, AND THE MASSACHUSETTS ELECTRICAL MANUFACTURERS ASSOCIATION STANDARDS, 815 CMR.
  10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS, NFPA 710, AND THE MASSACHUSETTS FIRE PROTECTION ASSOCIATION STANDARDS, 816 CMR.

12.A.

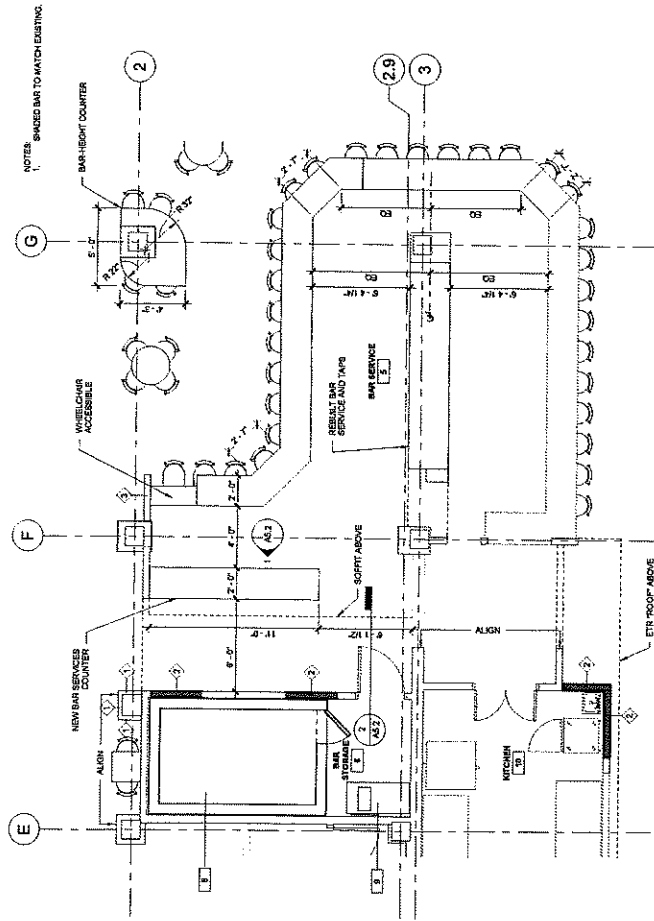


Sunset Cantina  
916 Commonwealth  
Avenue, Boston, MA  
ENLARGED PLANS

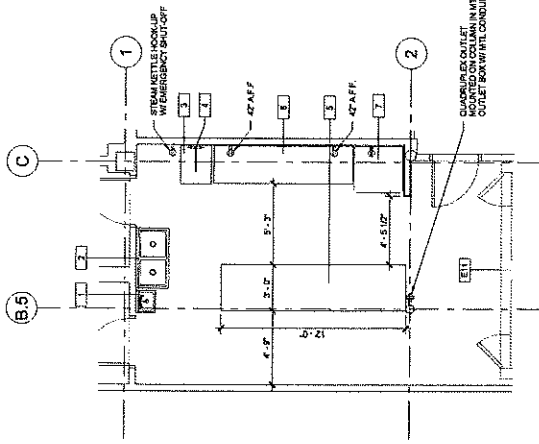
Project number: 2016027  
Date: 9/19/2016  
Scale: 1/4" = 1'-0"  
A1.2



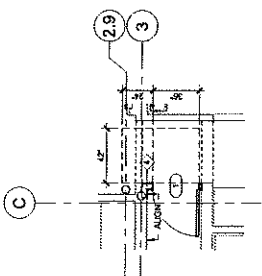
2. PROPOSED PLAN AT REAR LOUNGE  
1/4" = 1'-0"



1. PROPOSED BAR PLAN  
1/4" = 1'-0"



4. PROPOSED PREP KITCHEN PLAN  
1/4" = 1'-0"



5. PROPOSED BACK HALL PLAN  
1/4" = 1'-0"

EQUIPMENT SCHEDULE					MECHANICAL	
ITEM	QTY	NAME	DESCRIPTION	WATER	WASTE	INSTALL
1	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
2	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
3	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
4	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
5	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
6	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
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88	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
89	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
90	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
91	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
92	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
93	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
94	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
95	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
96	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
97	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
98	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
99	1	NEW CONSTRUCTION	NEW CONSTRUCTION			
100	1	NEW CONSTRUCTION	NEW CONSTRUCTION			

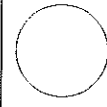


10 Green View Ave  
Apt 201  
Boston, MA 02114  
617-463-4441  
www.mixedesign.com  
www.mixedesigndevelopment.com

DESIGNER'S NOTE:  
1. ALL ELECTRICAL, PLUMBING, MECHANICAL, AND FIRE ALARM, HVAC, AND FIRE PROTECTION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, NATIONAL PLUMBING CODE, NATIONAL MECHANICAL CODE, AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, 90, 101, AND 130. ALL WORK SHALL COMPLY WITH ALL RELEVANT CITY, STATE, AND FEDERAL CODES AND ORDINANCES.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
3. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD.

ELECTRICAL NOTES:  
1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, NATIONAL PLUMBING CODE, NATIONAL MECHANICAL CODE, AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, 90, 101, AND 130. ALL WORK SHALL COMPLY WITH ALL RELEVANT CITY, STATE, AND FEDERAL CODES AND ORDINANCES.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
3. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD.

12.A.



No.	Description	Date

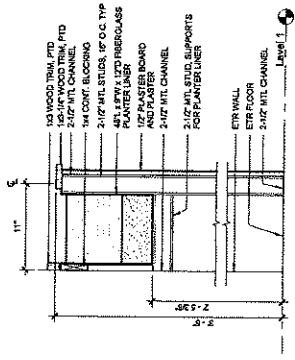
Sunset Cantina  
916 Commonwealth  
Avenue, Boston, MA

DETAILS

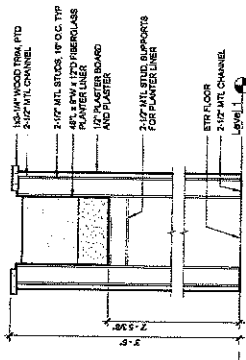
Project number	20180277
Date	07/02/2018

A5.1

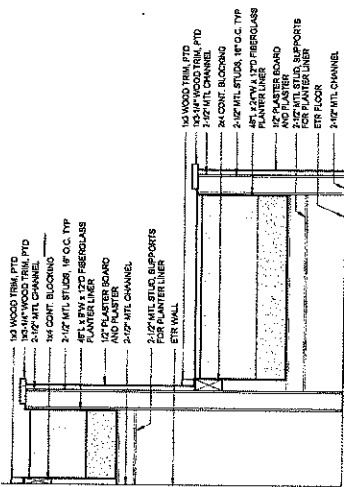
Scale As Indicated



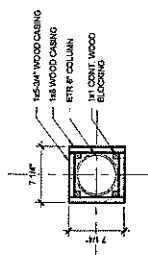
7. Planter Section Detail at ETR Wall  
1 1/2\"/>



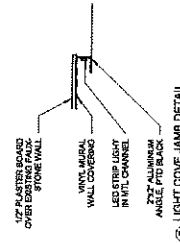
3. Planter Section Detail, Free-Standing  
1 1/2\"/>



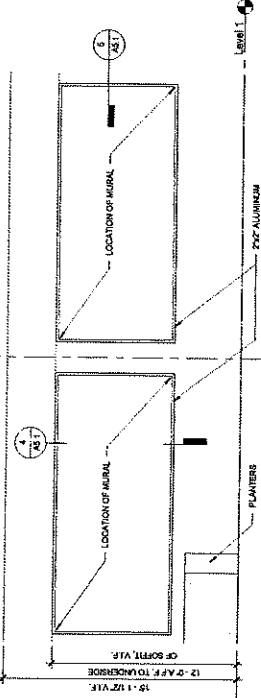
2. Planter Section Detail, 2-Tiered  
1 1/2\"/>



6. Cased Still Column Detail  
1 1/2\"/>

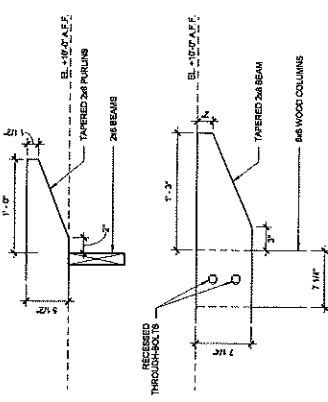


5. Light Cove Jamb Detail  
1 1/2\"/>

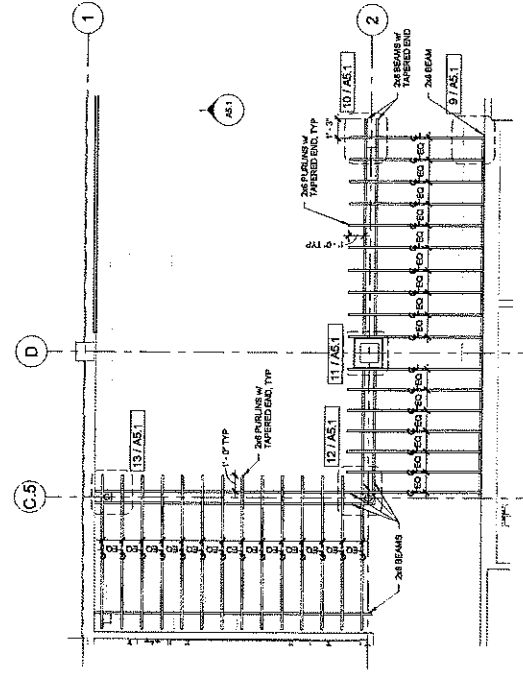
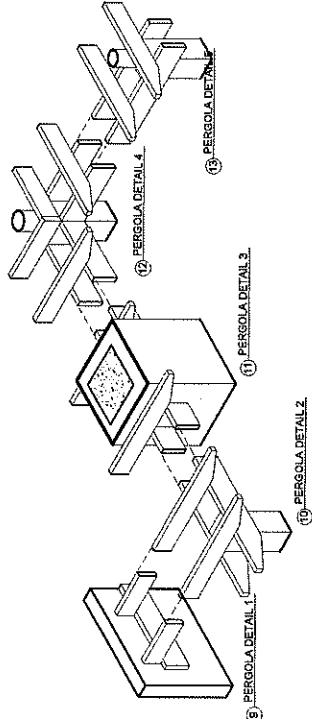


1. Mural Elevation  
1/4\"/>

4. Light Cove Head and Sill Detail  
1 1/2\"/>



9. Proposed Pergola Plan  
1/4\"/>



8. Proposed Pergola Plan  
1/4\"/>



10 Grand View Ave  
Somerville, MA 02143  
617-863-5491  
david@mixedsignaldevelop.com  
www.mixedsignaldevelop.com

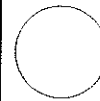
**DESIGNER/NOTES:**

1. SYSTEMS SHALL BE DESIGNED AND CONSTRUCTION ON A DESIGN/BUILD BASIS. ALL WORK SHALL COMPLY WITH ALL RELEVANT FEDERAL, STATE, AND LOCAL CODES AND STANDARDS.
2. HAZARDOUS, EMERGENCY LIGHTING, FIRE PROTECTION AND FIRE ALARM SYSTEMS SHALL BE DESIGNED AND LAYOUTS SHALL BE PROVIDED FOR INFORMATION AND COORDINATION PURPOSES ONLY. INSTALLERS SHALL HAVE FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL APPLICABLE CODES AND STANDARDS, INCLUDING, BUT NOT LIMITED TO, THE ARCHITECT FURNISH AND HOLD PARTISAN CONNECTION THEREIN.
3. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD.

1. DC BULK POWER AND DUTTING CORROSION PROTECTION OF ALL WELDS REQUIRED. MAINTAIN REQUIRED FIRE PROTECTING MATERIALS.
2. MOUNTING HEIGHTS FOR ELECTRICAL RECEPTACLES AND SWITCHES SHALL MATCH THE ELECTRICAL RECEPTACLE IN THE LOWER PORTION OF THE PANEL.
3. ELECTRICAL RECEPTACLES MAY BE IN LOWER PORTION OF THE PANEL.
4. COVER PLATES FOR ANY TERMINALS MUST NOT BE USED FOR ANY ELECTRICAL CONNECTIONS. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH THE CONTRACTOR.
5. ALL ELECTRICAL WORK SHALL BE COORDINATED WITH THE CONTRACTOR.
6. CONSTRUCTION AND ANY OTHER WORK WHERE SPECIFICATIONS REQUIRE IT. THERE IS NO SPECIFICATION REQUIRED.
7. ELECTRICAL CONTRACTOR MUST COORDINATE WITH OWNER AND ARCHITECT.
8. ELECTRICAL POWER AND DEVICE REQUIREMENTS SHALL BE DETERMINED BY THE ARCHITECT.
9. THE STRUCTURE OF ALL ELECTRICAL AND ELECTRICAL EQUIPMENT SHALL BE DETERMINED BY THE ARCHITECT.
10. PACKED WITH APPROVED PRE-CAST MATERIALS TO MAINTAIN STRUCTURE AND FIRE INTENSITY.
11. COORDINATE WITH ALL MANUFACTURERS OF ELECTRICAL EQUIPMENT.
12. AND OTHER ASSOCIATED EQUIPMENT.
13. TELEPHONE.

GENERAL NOTES:  
1. ALL TYPICAL NOTES ON EACH DRAWING TO APPLY UNFORMALLY.

12.A.



**Sunset Cantina**  
916 Commonwealth  
Avenue, Boston, MA

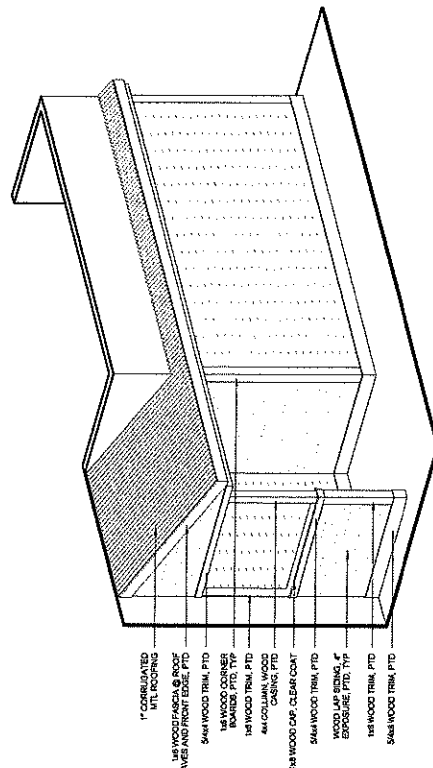
## DETAILS

Project Number 2018027  
Date 04/02/2018

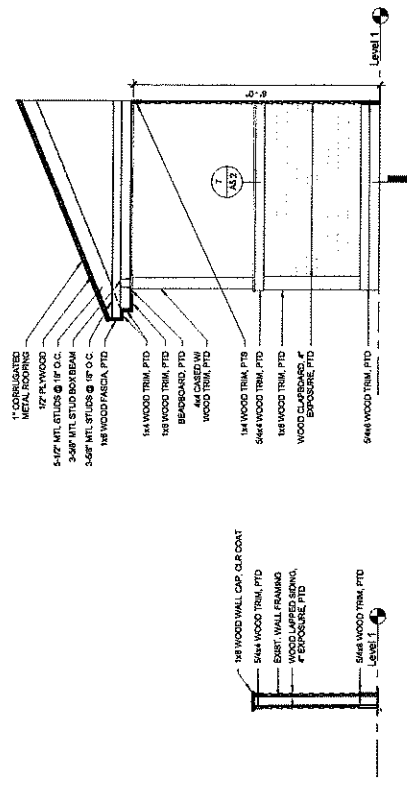
## A5.2

De | n | t | a | l

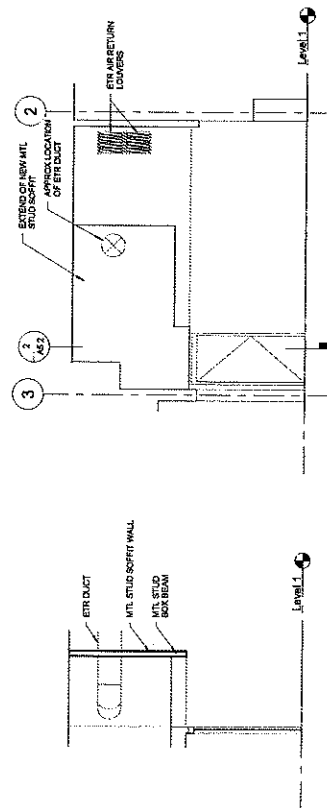
De | n | t | a | l



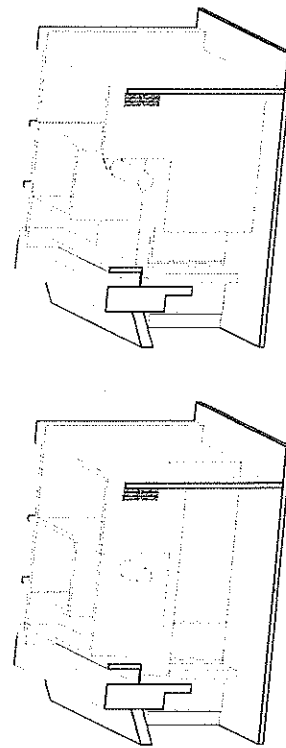
5) SERVER STATION ROOF



SECTION DETAIL @ SERVER STATION



1 ELEVATION @ BEER COOLER SOFFIT  
4/25 - 4/25



3 SOFFIT - EXISTING

**4 SOFFIT - NEW**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Coastline Risk, Inc. 85 B East Central St, Suite A Natick MA 01760-3647		<b>CONTACT</b> NAME: Michael Hores PHONE (A/C, No, Ext): 617-500-1824 E-MAIL ADDRESS: mike@coastlinrisk.com FAX (A/C, No):	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Trisura Specialty Insurance Company	
		<b>INSURER B:</b> MA Retail Merchants WC Group Inc.	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OSU1003783-00	09/15/2022	09/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Assault and Battery \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OSU1003783-00	09/15/2022	09/15/2023	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OSUXL1000349-00	09/15/2022	09/15/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	014005035435122	09/15/2022	09/15/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			OSU1003783-00	09/15/2022	09/15/2023	Limit: \$1,000,000 ea Common Cause
A	Liquor Liability			OSU1003783-00	09/15/2022	09/15/2023	Limit: \$2,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

GENERAL CERTIFICATE - PROOF OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Michael R Hores*



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE

TITLE:

Manager

PHONE#:

978-852-0978

EMAIL ADDRESS:

Catarina@Kayboston.com

**ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE AGREEMENT (this "Agreement"), entered into as of September 1, 2022, is made by and among Northsiders, LLC, a Massachusetts limited liability company having an address of 6-B Beacon Street, Boston, Massachusetts 02108 (the "Assignor"), Sunset Group LLC, a Massachusetts limited liability company having an address of 916 Commonwealth Avenue, Boston, Massachusetts 02218 ("Assignee"), and Derek A. Howe, Sole Trustee of Pleasant Ventures Realty Trust, established under Declaration of Trust dated February 1, 1988, recorded at Norfolk Registry of Deeds at Book 7896, Page 24, as amended, and having an address c/o SIS Property Management, 930 Commonwealth Avenue, Boston, MA 02215 (the "Landlord").

**RECITALS:**

WHEREAS, the Landlord and Assignor entered into a Lease dated August 2, 2018 (the "Lease"), for certain space at 916 Commonwealth Avenue, Brookline, Massachusetts 02446, as more particularly defined in the Lease (the "Premises"). Capitalized terms used but not defined herein shall have the meanings given in the Lease;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title, and interest in and to the Lease, subject to the terms and conditions set forth below, effective as of September 1, 2022 (the "Effective Date");

WHEREAS, the Landlord is willing to consent to the assignment contemplated hereby, but only upon the terms and conditions set forth below, and to join in this instrument for the purposes of obtaining the undertakings of Assignor and Assignee set forth below; and

WHEREAS, the Landlord and Assignee now desire to amend the Lease on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, assigns and sets over unto Assignee, all of its rights, title, interest and obligations under the Lease. In accordance with Section 7.1 of the Lease, notwithstanding such transfer and assignment, Assignor shall remain fully liable for all obligations of Tenant under the Lease, including, without limitation, the obligation to pay the Rent and other amounts provided under the Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of the Lease or any further assignment, other Transfer, or subleasing, and Assignor hereby irrevocably consents to any and all such transactions.
2. Assignee hereby assumes the performance of and agrees to be bound by all of the obligations of Assignor as Tenant under the Lease, including, without limitation, the obligation to pay the Rent and all other amounts provided for thereunder, as well as all other terms, covenants and conditions of the Lease, effective as of the Effective Date.

3. Assignee agrees that there shall be no further assignment of the Lease except with the express written consent of the Landlord (or as expressly otherwise permitted in the Lease).
4. Assignor and Assignee jointly and severally agree to reimburse Landlord on demand for any cost incurred by Landlord to make the Building or Lot or any part of either part of them comply with the requirements of the ADA to the extent that such compliance is made necessary by reason of the assignment of the Lease by Assignor to Assignee as contained herein.
5. The Landlord, Assignor, and Assignee hereby agree that, subject to the foregoing express provisions hereof, from and after the Effective Date, Assignee shall for all purposes be the Tenant under the Lease, with the same force and effect as if Assignee had been the original Tenant specified in the Lease and had executed the Lease as the Tenant.
6. The Landlord consents to the assignment of the Lease from Assignor to Assignee and enters into this Assignment for the purposes of securing the agreement of Assignee to perform all of the obligations of the Tenant under the Lease.
7. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the security deposit under the Lease in the amount of Fifty Thousand Dollars (\$50,000.00) being held by the Landlord under the Lease. Assignee agrees that the Landlord shall continue to hold the security deposit under the Lease in accordance with the terms and conditions of the Lease
8. Notwithstanding the Base Rent set forth in Section 1.1 the Lease, (a) provided Assignee is not in default under the terms, covenants and conditions of the Lease, Assignee shall have the right to use and occupy the Premises free of Base Rent from the Effective Date to November 30, 2022 (the "Free Rent Period"), provided, however, Assignee shall remain liable to pay any additional rent or other charges payable pursuant to the Lease during the Free Rent Period; and (b) from and after December 1, 2022, until August 31, 2023, Assignee shall pay Base Rent in the amount of \$16,439.00 per month (\$197,268.00 per annum, and \$22.67 per square foot). From and after September 1, 2023, Assignee shall pay the Base Rent as set forth in Section 1.1 of the Lease.
9. Assignor and Assignee acknowledge and agree that no discussions or negotiations were had with any real estate broker or agent concerning this Agreement. Based on the foregoing, Assignor and Assignee shall indemnify and hold Landlord harmless from and against any and all claims for a brokerage commission or other compensation arising out of their respective dealings with any real estate broker or agent.
10. All other terms and conditions of the Lease, except as explicitly modified herein, shall remain and continue in full force and effect. This Agreement shall govern in the event of an inconsistency between this Agreement and the other portions of the Lease. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and

## 12.A.

their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed to be original signatures. On and after the Effective Date, each reference in the Lease to “this Lease,” “herein,” “hereof,” “hereunder” or words of similar import shall be deemed to be a reference to the Lease as amended by this Agreement, and the Lease as so amended shall be read as a single, integrated document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Amendment of Lease Agreement under seal as of the date and year first above written.

ASSIGNOR:

NORTHSIDERS, LLC

By: William MacCarthy  
Name: William MacCarthy  
Title: Manager

ASSIGNEE:

SUNSET GROUP LLC

By: Caterina Chang  
Name: Caterina Chang  
Title: Manager

LANDLORD:

PLEASANT VENTURES REALTY TRUST

By: Derek A. Howe  
Name: Derek A. Howe  
Title: Sole Trustee



15 North St  
Boston, MA 02109-1503

For service visit us online at [www.gettips.com](http://www.gettips.com)  
TIPS Trainer: Victoria Hart, 53861

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



On Premise

CERTIFIED

Issued: 9/8/2022

Expires: 9/3/2025

ID#: 5815272

KILDER CARDONA

For service visit us online at [www.gettips.com](http://www.gettips.com)  
TIPS Trainer: Victoria Hart, 53861

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.  
Congratulations!

Printed Name: TAMAR HARVEY

# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on August 28, 2022  
provided by Health Communications, Inc.

is hereby granted to:

**Catarina Chang**

Certification to be sent to:



HEALTH COMMUNICATIONS, INC.

**HCI**

This document is not part of TIPS certification. It applies only if you have completed the course. Valid certification is shown on the TIPS logo.



**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**  
**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

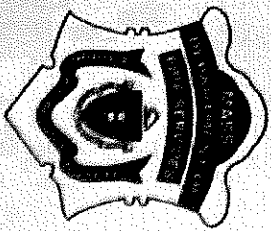


ID#: 5805718 Name: Catarina Chang  
Exam Date: 8/28/2022 Expiration Date: 8/28/2025

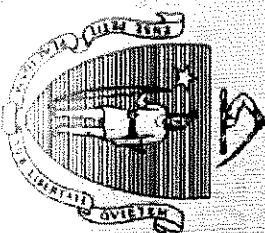
**TIPS** eTIPS On Premise 3.1 **CERTIFIED**  
Issued: 8/28/2022 Expires: 8/28/2025  
ID#: 5805718

Catarina Chang

For service visit us online at [www.gettips.com](http://www.gettips.com)



*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*



**Certificate of Completion**

*This certifies that*

Cardona Kilder

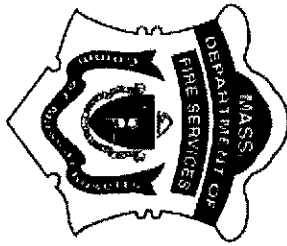
*Successfully completed the Crowd Manager Training Program*  
*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: September 15, 2022

Expires: September 15, 2025

Certificate #: JUY38CINGKA50NV

**Peter Ostroskey**  
State Fire Marshal



*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*

**Certificate of Completion**

*This certifies that*

*chang catarina*

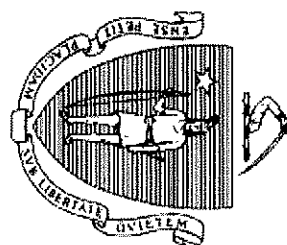
*Successfully completed the Crowd Manager Training Program*  
*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

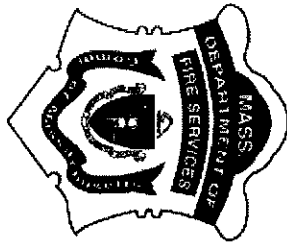
Date issued: August 23, 2022

Expires: August 23, 2025

Certificate #: e9iGfVA34baa8qk

**Peter Ostroskey**  
 State Fire Marshal





*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*  
**Certificate of Completion**

*This certifies that*

Perez Andrea

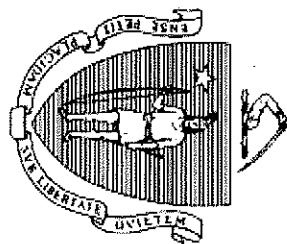
*Successfully completed the Crowd Manager Training Program*  
*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: August 17, 2022

Expires: August 17, 2025

Certificate #: FgwhKzYkYCGJV

**Peter Ostroskey**  
 State Fire Marshal



## Checklist for Alternate Manager



- ☒ Alternate Manager Application
  - ☒ License Interview Form
  - ☒ CORI release form
  - ☒ Three letters of reference
  - ☒ Vote of Corporation
    - or letter from manager of record
  - ☒ IN-PERSON class for the safe service of alcohol certification
    - **On-line class will be accepted during the Covid-19 pandemic only**
  - ☒ Crowd Manager Certification from the Massachusetts Department of Fire Services (Only if there is a bar)
  - ☒ Valid Identification (State issued License, Passport, etc.)
- 
- ☐ Report from Brookline Police Chief

MEMORANDUM

TO: Jennifer Pastor, Acting Chief of Police  
FROM: Charles Carey, Town Administrator  
**RE: Alternate Manager**  
DATE: October 18, 2022

---

May we please have a report on the attached application (s):

Applicant:	Sunset Group LLC.
DBA:	Sunset Cantina
License Type:	All Alcohol License
Location:	916 Commonwealth Ave, Brookline, MA 02215

Request of approving the application of Alternate Manager Jason Bautista for Sunset Group LLC. d/b/a Sunset Cantina at 916 Commonwealth Ave.

This is scheduled to go before the Board on **November 1, 2022**. May I please have the report no later than **October 28, 2022**.

Thank you.

12.A.  
CONTRACT

CONTRACT NUMBER: RFB SYS-23-8145-B

COMMODITY OR SERVICE: Consulting Services for Small Business Development Center

This Agreement is entered into between the Board of Regents of the University of Wisconsin System, hereinafter referred to as the "University", and Roads Consulting Group, hereinafter referred to as the "Consultant".

Whereas the University issued a Request for Bid (RFB) dated August 2, 2022; and

Whereas the University wishes to award a contract pursuant to that process; and

Whereas the Consultant wishes to provide product and services requested in the RFB.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the Consultant and the University do hereby agree as follows:

1. The Consultant agrees to supply such commodity or service in accordance with the terms, conditions, and specifications of the RFB. The RFB and Consultant's response is incorporated and made a part of this contract.
2. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:
  - a. Official Purchase Orders and any Contract Amendments.
  - b. The Terms and Conditions of RFB SYS-23-8145-B, dated August 2, 2022.
  - c. The specific terms and conditions stated herein.
  - d. Consultant response to the RFB.
3. This Agreement may be amended only by written agreement of both parties.

For: University

For: Consultant

Signature: \_\_\_\_\_

Signature: 

Name: \_\_\_\_\_

Name: José G. Perez

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: 10/05/2022

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY OF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MANAGER.

Legal Name of Licensee: Sunset Group LLC Business Name (dba): Sunset Cantina

Address: 916 Commonwealth Ave

City/Town: Boston State: MA Zip: 02218

ABCC License Number: 04397-RS-0148 Phone Number of Premises: 617-731-8646  
(if existing licensee)

A. Name: Jason Bautista B. Cell Phone Number: 626-213-9897

C. List the number of hours per week you will spend on the licensed premises: 40

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization:   
C. Court of Naturalization:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe: \_\_\_\_\_

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe: \_\_\_\_\_

C. have you ever been the Manager of record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Clayton Bantist

Date \_\_\_\_\_

LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: liquor license transfer

NAME: Jason Bautista

ADDRESS: [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: California

FATHER'S NAME: \_\_\_\_\_ MOTHER'S MAIDEN NAME: Rosa C. Bautista

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☐

## RESIDENCES FOR LAST FIVE YEARS

DATE: 2017-current LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

DATE: May 2008 LOCATION: Kitchen Academy, Hollywood CA

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

**EMPLOYMENT HISTORY**

DATE: Dec 20,20- Current LOCATION: Boston, MA POSITION: Executive Chef

DATE: Feb 2010-Aug 2020 LOCATION: Boston, MA POSITION: Senior S Chef

DATE: Jun 2009 - Jan 2010 LOCATION: West Beverly Hills, CA POSITION: Line Cook

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Jaron Bautista DATE: 10/17/22

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

VOTE OF CORPORATION

10/17/2022

DATE:

Sunset Group LLC

AT A MEETING OF THE BOARD OF DIRECTORS OF

974 Bennington St, Boston MA 02128  
HELD AT:10/17/2022  
ON:

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE  
TOWN OF BROOKLINE FOR A  
Liquor license transfer

(TYPE OF LICENSE)

2022

FOR THE YEAR TO BE EXERCISED ON THE PREMISES LOCATED AT  
916 Commonwealth Ave, Boston MA 02218

Jason Bautista

VOTED: TO AUTHORIZE TO  
SIGN

Sunset Group LLC

THE APPLICATION FOR THE LICENSES IN THE NAME OF

AND TO EXECUTE ON ITS  
BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE  
GRANTING OF THE LICENSE.

THIS CORPORATION HAS <sup>not</sup> BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

<input checked="" type="checkbox"/>	Applicant - Position:	<u>Alternative Manager</u>	Department/License:	<u>Liquor license</u>
<input type="checkbox"/>	Volunteer - Position:	_____	Department:	_____
<input type="checkbox"/>	Employee - Position:	_____	Department:	_____
<input type="checkbox"/>	Contractor - Company Name:	_____		

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Jason Bautista 10/18/2022  
 Applicant/Employee/Volunteer/Contractor Signature Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Bautista First Name: Jason MI: \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (if Applicable): Clemencia Place of Birth: California  
 Date of Birth: \_\_\_\_\_ Last 8 digits of Social Security Number: \_\_\_\_\_  
 Sex: M Height: 6 ft 0 in. Race: \_\_\_\_\_ Eye Color: Brown  
 State Driver's License Number (include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Rosa C Bautista Father's Name: Rogelio Bautista Ramos

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

# Jason Bautista

My objective is to obtain a stable position that will allow creativity and growth for the company and individual.

## EXPERIENCE

### **La Hacienda Restaurant, Boston, MA - Executive Chef**

DEC 2020 - Current

Oversee all aspects of the restaurant from BOH to FOH. Implemented weekly meetings with owners and leadership to help set and achieve business goals, created a F&B cost tracking system, inventory sheets for F&B products, order guides, shopping lists. Improved food consistency by standardizing recipes and cross training of cooks. Projected to finish 2022 with a F&B cost of 36% of revenue which is on par with industry standards and a 10% increase in sales. Set up various new vendor accounts to compare and seek the best prices. Hands on with simple repairs and accountable for all maintenance and repairs of the restaurant.

### **The Westin Copley Hotel, Boston, MA — Senior Sous Chef**

FEB 2019 - AUG 2020

Report directly to the Executive Chef. In charge of overseeing all aspects of F&B operation including the following: high volume banquet kitchen, 2 restaurants, 1 F&B outlet, upscale club lounge, employee dining, and stewarding department. Directly involved with forecasting & budgeting, scheduling, ordering, menu development, and hiring. Finished 2019 with 22 million dollars in food revenue with a 15.4% food cost. Positions held during tenure: Banquet Chef, Chef de Cuisine of upscale Seafood Restaurant, and Jr Sous Chef.

### **W Hotel, West Beverly Hills, CA — Line Cook**

JUN 2009 - JAN 2010

Produced upscale food for STK Restaurant, In Room Dining, and Lounge. Worked in all areas of the kitchen, gained expediting experience, and strengthened leadership & communication skills.

## EDUCATION

### **Kitchen Academy, Hollywood, CA - Diploma**

COMPLETION DATE MAY 2008

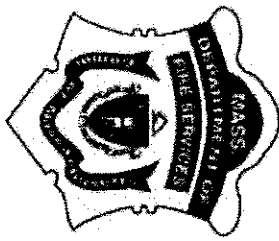
Curriculum: Professional Culinary Arts I & II, Baking and Pastry Techniques I & II, and Advanced Professional Culinary Arts

## CERTIFICATIONS & SKILLS

Servsafe, HACCP, MA  
Allergen, Store & Receive  
Certified, Word/Excel, CI-TY,  
BeSafe Leader, Atlas  
Enhanced, HotShop

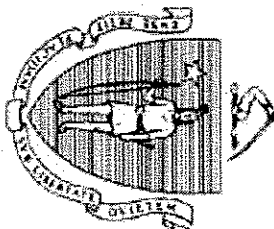
## LANGUAGES

English and Spanish



*Commonwealth of Massachusetts*  
*Executive Office of Public Safety and Security*  
*Department of Fire Services*  
*Office of the State Fire Marshal*

**Certificate of Completion**



*This certifies that*

*bautista jason*

*Successfully completed the Crowd Manager Training Program*

*In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager*

Date issued: October 18, 2022

Expires: October 18, 2025

Certificate #: XNFKCqALAMsMmf

**Peter Ostroskey**  
 State Fire Marshal



# ServSafe® CERTIFICATION

## JASON BAUTISTA

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

12.A.

17374057

CERTIFICATE NUMBER

1/25/2019

DATE OF EXAMINATION

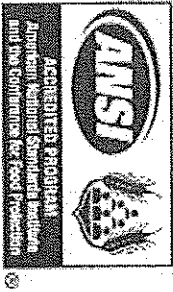
Local laws apply. Check with your local regulatory agency for recertification requirements.

10677

EXAM FORM NUMBER

1/25/2024

DATE OF EXPIRATION



#0655

Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with American Labor Convention 2016, Resolution A-20, N 068-2015 (Regulation 3.2, Standard A3.2),  
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are trademarks of the National Restaurant Association.  
This document cannot be reproduced or altered.  
17310813

Contact us with questions at 202.5.7610.1000. Visit us at [www.servsafe.com](http://www.servsafe.com)

**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**

**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



ID#: 5815282 Name: JASON BAUTISTA  
Exam Date: 9/3/2022 Expiration Date: 9/3/2025



**TIPS** On Premise

**CERTIFIED**

Issued: 9/8/2022  
ID#: 5815282

Expires: 9/3/2025

JASON BAUTISTA



For service visit us online at [www.gettips.com](http://www.gettips.com)  
TIPS Trainer: Victoria Hart, 53801

Jose G Perez  
Carriel bar  
9 Williams St  
Chelsea MA 02150.

October 17, 2022

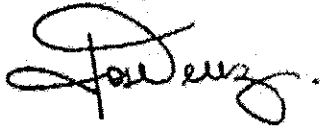
To whom it may concern,

My name is Jose G Perez, owner of bar el Carriel in Chelsea. I have had the opportunity to work with Jason to cater some private events during the past 3 years. Besides being an excellent chef, he is also a very professional, responsible and reliable person. It has been my pleasure to work closely with Jason and it's an honor to recommend him for the manager position at Sunset Cantina.

I'm confidently recommend Jason Bautista to join and be part of Sunset Group LLC.

Please feel to contact me at [jose.perez@roadscg.com](mailto:jose.perez@roadscg.com) should you like to discuss Jason's qualifications and experience further.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose G Perez", with a stylized flourish at the end.

Jose G perez  
781.346.4646

Aldo A Callejas  
La Hacienda Restaurant and Bar  
150 Meridian St  
Boston MA 02128.

October 17, 2022

To whom it may concern,

My name is Aldo A Callejas, owner of La Hacienda Restaurant and Bar. Jason has been our executive chef for the past 2 years and we can be happier with his performance in our restaurant. Jason has been an invaluable asset for our business and I'm confident he will also do great in his position as manager at Sunset Cantina. It is our pleasure to recommend Jason not just as a professional but also as a person. He's very responsible, reliable, honest, and hard worker person.

I'm confidently recommend Jason Bautista to join and be part of Sunset Group LLC.

Please feel to contact me at [aldoc88@gmail.com](mailto:aldoc88@gmail.com) should you like to discuss Jason's qualifications and experience further.

Sincerely,



Aldo A Callejas  
617.590.9212

Hector Yepes  
La Chiva Restaurant  
259 Bennington St  
Boston MA 02128.

October 17, 2022

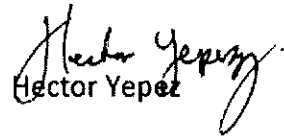
To whom it may concern,

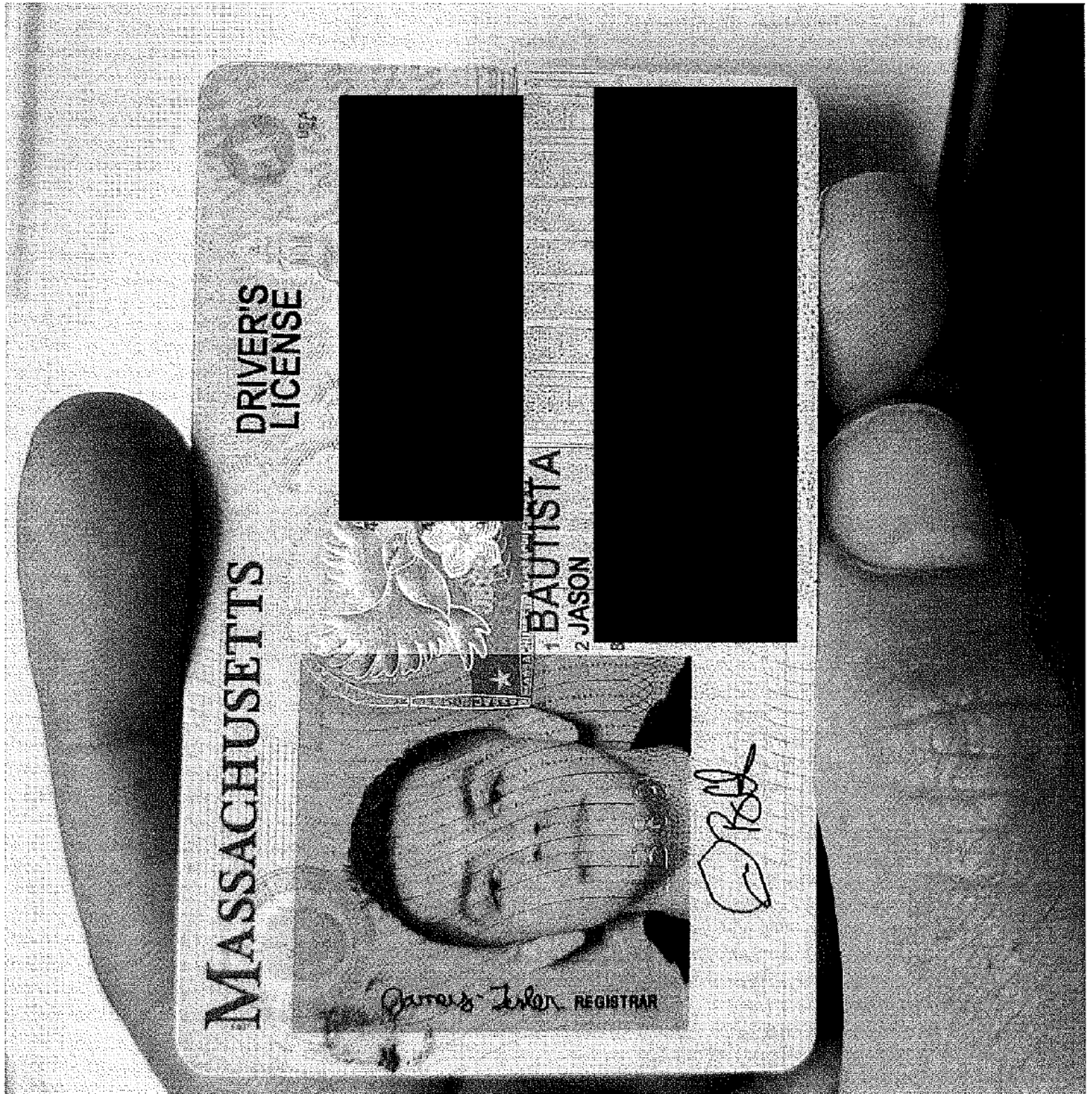
I'm Hector Yepes, owner of La Chiva Restaurant. I have used Jason to cater my private events during the last years. Jason is an excellent professional and human being. He's very responsible, reliable, honest, organized, and pleasant to work with. I'm confident he will be a great asset to Sunset Cantina in his new position as a manager.

I'm confidently recommend Jason Bautista to join and be part of Sunset Group LLC.

Please feel to contact me at [apv2661@gmail.com](mailto:apv2661@gmail.com) should you like to discuss Jason's qualifications and experience further.

Sincerely,

  
Hector Yepes





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

ENTERTAINMENT APPLICATION

IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 140, SECTION 181 (\*183A) OF THE MASSACHUSETTS GENERAL LAWS, THE UNDERSIGNED HEREBY APPLIES FOR A LICENSE FOR THE FOLLOWING FORMS OF ENTERTAINMENT:

APPLICANT: Sunset Group LLC

D/B/A Sunset Cantina

LOCATION: 916 Commonwealth Ave, Brookline MA 02215

TELEPHONE # 857-991-1483 EMAIL ADDRESS: catarina@koyboston.com

TYPE OF ENTERTAINMENT:

(1) RADIO ☒ TAPED MUSIC ☒ JUKE BOX ☒ TELEVISION ☒

DAYS: Tuesday- Thursday HOURS: FROM: 4:00 pm TO: 1:00 am

(2) MOVIES ☐

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(3) DANCING ☒ PRIVATE ☐ PUBLIC ☐

DAYS: Friday - Saturday HOURS: FROM: 4:00 pm TO: 2:00 am

(4) INSTRUMENTAL MUSIC ☒ TYPE OF INSTRUMENTS: \_\_\_\_\_  
 #OF INSTRUMENTS \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(5) VOCAL MUSIC : ☒ #OF VOCALIST: \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

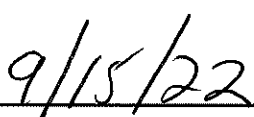
(6) EXHIBITION (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

(7) FLOOR SHOW (DESCRIBE): \_\_\_\_\_

DAYS: \_\_\_\_\_ HOURS: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

  
 SIGNATURE OF APPLICANT

  
 DATE

(\*SECTION 183A APPLIES ONLY TO COMMON VICTUALLERS, FOOD VENDORS AND INNHOLDERS)

THE FOLLOWING FORMS OF ENTERTAINMENT IF BEING CONDUCTED ON SUNDAYS REQUIRES A  
 SEPARATE SUNDAY ENTERTAINMENT LICENSE FROM THE COMMONWEALTH OF MASSACHUSETTS  
 AND REQUIRES A SEPARATE FEE OF \$100:

DANCING  
 JUKE BOX  
 LIVE ENTERTAINMENT



# BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

JENNIFER PASTER  
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: 10/27/ 2022

RE: Transfer of License All Kinds Liquor/ Common Victualler/ New Alternate Manager/Entertainment

---

Chief,

On behalf of Sunset Group LLC, d/b/a/ Sunset Cantina, 916 Commonwealth Ave. 02215, Andrea Perez requests a Transfer of License for All Kinds Liquor/Common Victualler /Entertainment License and New Manager of Record.

The new applicants listed below, will purchase all outstanding shares of stock for a price of \$612,500. Each party will obtain a 20% ownership. Each owner has contributed \$140,000 to the creation of the company. Financial documents provided by Catarina Chang, Aldo Perez, and Jason Bautista support sufficient equity for the purchase. The sale is contingent upon the acceptance of the license transfer.

The requested hours of operation are Tuesday thru Thursday 4:00 pm to 1:00 am, Friday and Saturday 4:00 pm to 2:00 am. The proposed hours fall within the parameters of the town's liquor regulations.

Catarina Chang

20% Ownership Each

Aldo A Callejas

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Andrea Perez

Jason Bautista

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



Kilder Cardona

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Both Catarina Chang and Aldo Callejas have an interest in liquor licenses in Boston.

A lease has been assumed with an expiration date of 9/1/2023. A copy has been provided.  
An Insurance binder has also been provided with a 2 million aggregate limit.

Catarina Chang will be the manager of record. Jason Bautista will be the listed alternate manager.

A check of our Department Master Name record system does not revealed any contacts with any of the applicants. All applicants have submitted to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check.

There have not been any incidents located within the last 10 years that would disqualify any of the shareholders from obtaining a liquor license.

The applicants are also requesting a new entertainment license to include Radio, Recorded Music, a Juke Box, Television, Dancing, Instrumental Music and Vocal Music. There are no residences abutting the location on Commonwealth Avenue that would be affected.

I have sent the applicants a copy Town's Sales of Alcoholic Beverages Regulations. I will meet with them at a later date to review the regulations and what is expected during an administrative inspection.

At this time, I see no reason to oppose this transfer.

Respectfully submitted,  
Lt. John J. Canney #15



## Brookline Sidewalk Snow Removal By-Law Update

### Explanation of Warrant Article for November 2022 Special Town Meeting

**Submitted by:** Abby Swaine, Marissa Vogt (TMM-P6), Kerri Ann Tester

<b>Summary</b>	This article would update the Town's snow removal by-law, which requires that property owners maintain abutting sidewalks "in a non-slippery condition suitable for pedestrian travel." Notwithstanding this requirement, the Town receives several hundred complaints per year of impassable or dangerous conditions. The proposed changes would assist pedestrians by requiring that both residential and commercial sidewalks are more promptly cleared following a storm, and encourage compliance with the by-law by increasing fine amounts.
<b>Voting YES will ...</b>	Update the Town's by-law on "Removal of Snow and Ice From Sidewalks" (Article 7.7) to: <ol style="list-style-type: none"> <li>1. Double the fines for the first violation assessed;</li> <li>2. apply larger fines for property owners responsible for clearing exceptionally long lengths of sidewalk;</li> <li>3. reduce the time period from 30 hours to 6 daylight hours following a storm's end for owners of single- and two-family residential properties to clear their sidewalks; and</li> <li>4. clarify that curb ramps and portions of driveways crossing sidewalks must also be maintained in a clear and non-slippery condition.</li> </ol>
<b>Voting NO will ...</b>	Make no change to the Town's snow removal by-law.
<b>Estimated financial impact on the Town of Brookline</b>	The financial impact is expected to be minimal. Currently the Town collects roughly \$1,000 per year in snow removal fines. Increasing fine levels could increase the Town's income by a few thousand dollars per year, especially if new categories of staff (e.g., parking enforcement officers) were authorized to issue warnings and tickets. However, since the goal is to improve compliance with the snow removal by-law, the amount of fines collected by the Town and the cost of enforcing the by-law ideally will decline over time.
<b>Conflicts of interest</b>	None.

## 1. Introduction

Brookline's public way includes over 149 miles of sidewalk and over 2,000 curb ramps<sup>1</sup>. According to the National Weather Service<sup>2</sup>, in a typical year, the Boston area receives over 40 inches of snowfall and experiences several months of daily temperatures at or near freezing. Inadequate snow removal makes sidewalks hazardous or completely impassable, particularly for users of wheelchairs, walkers, and strollers, so the Town must implement a robust and effective snow and ice removal policy. An unshoveled or icy stretch of sidewalk bordering a single property or driveway can deny use of the entire sidewalk to those with mobility challenges and other vulnerable pedestrians, forcing them to move onto the roadway along with motor vehicles, or double back to look for an accessible but much longer route. In fact, all pedestrians — and in particular, older adults and children — can find our Town's sidewalks treacherous or impassable in winter, causing falls or conflicts with vehicles, potentially resulting in serious injury.



*Incompletely shoveled sidewalks are a hazard for all pedestrians, but particularly for seniors, children, and individuals who rely on wheelchairs, walkers, or strollers.*

Brookline's current snow removal by-law (Article 7.7) places the responsibility for clearing sidewalks of snow and ice on abutting property owners. The current by-law states that sidewalks must be maintained in "a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36)

<sup>1</sup> 2022 Brookline Transportation and Mobility Plan  
<https://www.brooklinema.gov/DocumentCenter/View/29829/Brookline-Transportation--Mobility-Plan-FINAL-02252022>

<sup>2</sup> See for example <https://www.weather.gov/wrh/climate?wfo=box>

inches in width along the length of said sidewalk” and describes the fines that can be incurred for non-compliance with the by-law. However, despite these current requirements, the Town receives several hundred complaints per year of impassable or dangerous sidewalk conditions. **This warrant article proposes several updates to the current by-law that will assist pedestrians by ensuring sidewalks are more promptly cleared following a storm and encouraging compliance with the Town’s snow removal policies.**

## **2. Analysis of sidewalk snow removal complaints and recommendations from the Pedestrian Advisory Committee**

Brookline’s Pedestrian Advisory Committee (PedAC) submitted to the Transportation Board on July 2, 2021 a memo entitled “Brookline sidewalk snow removal policies.”<sup>3</sup> This memo details the committee’s analysis of BrookOnline complaints about snow and ice obstructing sidewalks, describes their public discussions with Department of Public Works leadership on these issues, and recommends ten changes to policies and practices for improving pedestrian safety and access for everyone to our public ways during the winter. Along with changes to DPW practices and resources, as well as public assistance & education, PedAC recommended several updates to the existing By-Law:

- Decrease the time period following a storm’s end during which a property owner must clear their sidewalks. The current by-law allows for up to 30 hours for single-family residences and multi-family residences with up to 4 units. This means that sidewalks can be impassible for potentially an entire day. Additionally, such a lengthy compliance period can lead to even more prolonged and persistent impassibility and dangerous conditions: over time, the snow is compacted by commuters and children walking to/from school, then partly melts during higher daytime temperatures (or due to the application of snow melt), then re-freezes when temperatures drop overnight. Such compacted snow soon turns into thick slabs of hard-packed ice, which is significantly harder for property owners to remove--so encouraging prompt and early action to clear sidewalks will likely benefit property owners as well, in the long run.
- Increase the fines for noncompliance. Incentivize compliance by ensuring that the cost of fines is higher than the market rate for hiring a snow removal service.
- Clarify that DPW or other Town enforcement agents have the authority to levy fines for multiple or ongoing violations, both on subsequent days following the

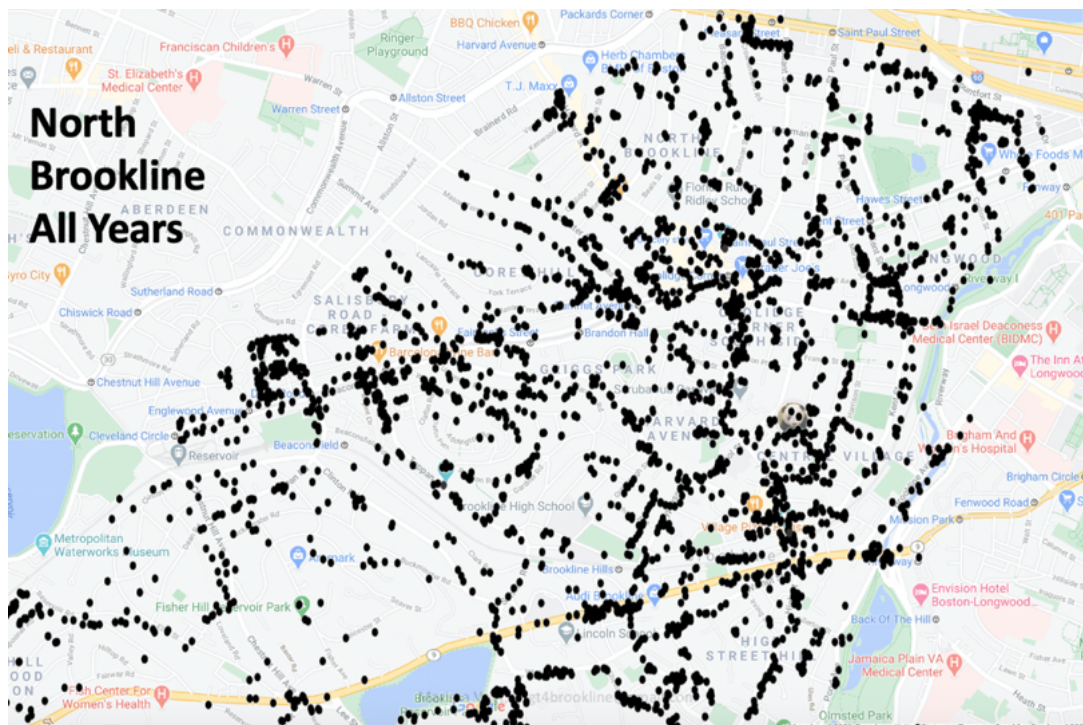
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<sup>3</sup> A Google doc containing the memo is readable at [tinyurl.com/pedac2021snowmemo](https://tinyurl.com/pedac2021snowmemo), or [http://docs.google.com/document/d/1AHvzodvhdYxxEN04olGFJ-0xZiSUiK0u/](https://docs.google.com/document/d/1AHvzodvhdYxxEN04olGFJ-0xZiSUiK0u/) Note that the Transportation Board has not yet formally accepted the report nor endorsed its recommendations at a public meeting.

same storm event, and for repeated violations after later storms in the same season. This clarification gives the Town discretion to escalate fines for chronic noncompliance, while protecting a property owner who can show unforeseen incapacity or adversity from being fined hundreds of dollars for a single episode of unintentional noncompliance.

- Assess larger fines for residences or businesses with exceptionally long stretches of sidewalk frontage.

The PedAC made these recommendations after analyzing 9 years (2011 - Jan. 2021) of “unshoveled/icy” sidewalk complaints submitted to the Town through the BrookONline app. BrookONline lists 4,090 “unshoveled/icy sidewalk” complaints (an average of 450 complaints per year) during that period. While BrookONline does not include complaints submitted to the Town by phone, email, in-person, etc., it does constitute a representative sample of such complaints, ranging from failure to clear snow and ice at all to areas where a property owner’s efforts have been insufficient to create and maintain safe passage in compliance with the by-law.



*Locations of more than 4,000 sidewalk snow complaints filed with BrookONline from 2011 through Jan. 2021 (black dots) overlaid on a map of Brookline (Google maps).*

Despite their short-lived and seasonal nature, complaints about unshoveled/icy sidewalks were the single most common type submitted through BrookONline over these nine years, representing 18 percent of all complaints on the app; 750 addresses have been the subject of more than one BrookONline complaint; 120 addresses have had more than 5 complaints; 460 addresses have had complaints in more than one year; and 120 addresses have had complaints in more than two years.

Snow and ice clearance complaints have generally been increasing over time, underlining the timeliness and necessity for revisiting the relevant by-law at this point, to reinforce and ensure its success in addressing the well-documented needs and priorities of Brookline residents. Following the record snowfall in 2015, when the by-law was updated<sup>4</sup> to allow immediate imposition of fines, the Town enjoyed relatively few complaints the following year in 2016. However, since 2017, the number of complaints has increased gradually each year and now consistently exceed those numbers prior to 2015. Complaints tend to be clustered in commercial areas, and near schools and other popular destinations with high pedestrian traffic. The Town does clear 40 miles of sidewalks near schools and parks, but even after those areas are shoveled, curb cuts get buried by ongoing roadway plowing, and sidewalks crossed by driveways become obstructed by spillover from driveway clearing.

### **3. Proposed updates: decrease compliance time and increase fines**

This warrant article is intended to improve compliance with the current by-law and make it more effective in preventing and remediating sidewalk hazards due to snow and ice by increasing the fine amounts for all property types, shortening the compliance window for one- and two-family properties, clarifying that “sidewalks” include curb ramps and areas where sidewalks and driveways intersect. The proposed changes to the snow removal requirements will benefit pedestrians, business owners, commuters, vulnerable users of the public ways, public transportation passengers, and property owners by ensuring that both residential and commercial sidewalks are cleared promptly following each storm.

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<sup>4</sup> By-Law changes were approved via Warrant Article #12 of the May 2015 Town Meeting. See pages 199-218 in the certified markup files here: <https://www.brooklinema.gov/DocumentCenter/View/20231/Certified-Mark-Up-of-Combined-Reports--May-26-2015>

**Summary of current (top, in gray) and proposed (bottom, in bold) snow removal requirements for different property types/locations**

<b>Property details</b>	<b>Deadline: # daylight hours after storm end</b>	<b>First offense</b>	<b>Second offense</b>	<b>Third and subsequent offenses</b>
Located in "Business and Industrial Districts"	<i>3 hours</i>	<i>\$100</i>	<i>\$150</i>	<i>\$200</i>
	<b>3 hours</b>	<b>\$200</b>	<b>\$250</b>	<b>\$300</b>
Multi-family dwellings (5+ units)	<i>3 hours</i>	<i>\$100</i>	<i>\$150</i>	<i>\$200</i>
Multi-family dwellings ( <b>3+ units</b> )	<b>3 hours</b>	<b>\$200</b>	<b>\$250</b>	<b>\$300</b>
General requirement (including single family and 2-4 family units)	<i>30 hours<sup>5</sup></i>	<i>\$50</i>	<i>\$100</i>	<i>\$100</i>
General requirement, including single family <b>and 2-family</b> homes	<b>6 hours</b>	<b>\$100</b>	<b>\$150</b>	<b>\$200</b>

**CURB RAMPS AND DRIVEWAY EDGES:**

This update to the by-law makes it clear that a sidewalk cannot be considered "passable" if a pedestrian encounters a barrier to accessing a crosswalk or intersection, or if piles of snow from a driveway obstruct the sidewalk, and that the abutting property owner is responsible for ensuring that snow and ice do not "maroon" any pedestrians in these or any other ways, nor force pedestrians into the roadway to mix with motor vehicle traffic outside of crosswalks and intersections.

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<sup>5</sup> The current by-law just states "30 hours," not daylight hours, for these properties.

## COMPLIANCE PERIOD

The current 30-hour time allowance for clearing sidewalks abutting all properties other than those in business/industrial districts or those classified as multi-family is excessive; it not only is unfair to those who need to use our sidewalks soon after a storm, but also often leads to whole blocks' becoming hazardous or even impassable for weeks afterwards, thanks to uncleared and trampled snow melting and then re-freezing into hard-packed ice. Responsible property owners must enter each winter season equipped with a plan and the means to remove snow soon after it accumulates, regardless of whether they are present or away during a storm. For some, this will mean doing the job on their own, and for others, it will mean making advance arrangements with service providers or neighbors. Much like the proper storage and disposal of solid waste, timely and appropriate sidewalk clearance is a codified and necessary responsibility of property owners in the Town of Brookline, and it must be prioritized and enforced as such.

The proposed changes will also include three- and four-unit residences within the category of multi-family dwellings, in terms of fine amounts and compliance periods. Triple-deckers and four-unit blocks are the most common type of housing in Brookline, especially in our many pedestrian-heavy neighborhoods. Including 3- and 4-unit properties in the multi-family category should significantly increase pedestrian safety in the winter, without adding an undue burden. Owners in such buildings have the means to work collectively to facilitate prompt and effective sidewalk clearance, either on their own or through a homeowner association-hired contractor. The goal of this proposed change is to encourage owners of Brookline's many "smaller" multi-family properties (especially those with a poor record of compliance with the by-law in the past, and who until now may have had lackadaisical or otherwise ineffective communication and/or decision-making procedures) to redouble their efforts to work together, to ensure pedestrian safety on the sidewalks for which they are jointly responsible.

## FINE AMOUNTS

In order to provide the necessary motivation for property owners, the cost of noncompliance must compare unfavorably with what they would otherwise pay for snow removal services. The PedAC's analysis of complaint trends in the BrookOnline database suggests that fines were set too low in 2015 and have not kept up with inflation. Contracting costs for sidewalk snow removal in Brookline can vary greatly based on distance, depth, equipment, urgency, availability, and other factors.

Fines for first offenses are increased in the by-law update more than fines for subsequent offenses, to motivate property owners to quickly learn from experience. Fines for all offenses must be set high enough minimize the likelihood of chronic

## 13.A.

noncompliance, to safeguard pedestrians' right to safe travel, and to reduce the likelihood that Town staff would need to be called upon to revisit the property multiple times.

Finally, the proposed changes would also apply fines separately to each 30 meter (100 foot) section of uncleared sidewalk. Most single-family and smaller multi-family residential lots are less than 30 meters in width so this change would only impact businesses or residences with exceptionally large frontages.

# 13.A.

Author: Abby Swaine 10/24/22

Drawn from <https://www.brooklinema.gov/851/Budget-Central>

Upshot: DPW is currently underfunded by at least \$1m, and in no prior year has the purchasing power of DPW's budget been as low as it is now.

Fiscal Year	Funding-Total (millions)	% Change over Prior FY	Total Funding in 2022 dollars (adjusted for CPI change)	Funding— Salaries	# FTEs
2001	11.47*	n/a	19.09		
2002	10.73	6.3	17.60		
2003	11.41	6.3	18.29		
2004	11.15	-2.3	17.43		
2005	11.24	1.0	16.78		
2006	11.53	2.6	16.87		
2007	12.20	1.7	17.37		
2008	12.41	.4	16.84		
2009	12.61	1.6	17.33		
2010	12.88	2.1	17.50		
2011	12.77	-.9	16.71		
2012	13.05	2.2	16.74		
2013	13.49	3.4	17.10		
2014	13.81	2.4	17.22		
2015	14.07	1.9	17.55		
2016	14.22	1.1	17.48		
2017**	14.11	-.7	16.97		
2018	14.46	2.4	17.00		
2019	15.33	6.1	17.95		
2020	15.65	2.0	17.85		
2021***	16.01	2.3	17.32		
2022	16.67	4.1	n/a		
2023					

\* Water and sewer budget (\$13.31m) included in DPW budget (\$24.78) this year only, so adjusted FY actual shown. See <https://www.brooklinema.gov/DocumentCenter/View/5726/Final-Budget-Vote-of-Town-Meeting-Article-8---Table-1-PDF>

\*\* Starting with the 2017 budget, actuals (versus amounts voted by Town Meeting) for FYs 2013-2016 seem to have become available [https://www.brooklinema.gov/DocumentCenter/View/8711/Sec-II\\_FY17-Budget-Summaries-PDF](https://www.brooklinema.gov/DocumentCenter/View/8711/Sec-II_FY17-Budget-Summaries-PDF). Breakdown under DPW is now by type of expense, rather than operations. Actuals for the four prior FYs seem to be updated every year, and change over what was reported in the prior year's budget summary. Values entered here and below are the ones reported for the current FY in that year's budget summary.

\*\*\* Starting in 2021, the method of calculating the DPW budget seems to have changed again. Also, the final budget entered here is from the "COVID" budget, reduced from the \$16.75m in the original budget. See <https://stories.opengov.com/brooklinema/published/zzCq4f0Hm>

**Brookline Sidewalk Snow Removal By-Law Update  
Warrant Article**

**Submitted by:** Abby Swaine, Marissa Vogt (TMM-P6), Kerri Ann Tester

To see if the Town will amend the Town's General By-Laws, Article 7.7 "Removal of Snow and Ice From Sidewalks", as follows:

ARTICLE 7.7  
REMOVAL OF SNOW AND ICE FROM SIDEWALKS

SECTION 7.7.1 BUSINESS AND INDUSTRIAL DISTRICTS

In all Business and Industrial Districts, as defined and delineated in the Zoning By-law, the owner, or their agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three **(3)** hours between sunrise and sunset after such snow and ice has come upon such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and/or melting agents as may be necessary for this purpose. **Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a clear and non-slippery condition. The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.1 for good cause.**

SECTION 7.7.2 MULTI-FAMILY DWELLINGS

The owner, or their agent, of any building designed or occupied as a residence by ~~more than four~~ **three or more** families or which contains ~~more than four~~ **three or more** dwelling units, as defined in the Zoning By-law, shall cause all sidewalks of a street which are contiguous to the land upon which the building is situated to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three (3) hours between sunrise and sunset after such snow and ice has come upon such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and/or melting agents as may be necessary for this purpose. **Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a**

**clear and non-slippery condition. The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.2 for good cause.**

#### SECTION 7.7.3 GENERAL REQUIREMENT

Except as set forth in Subsections (a) and (b) above, the owner, or their agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk ~~within thirty (30) hours of the cessation of each storm that results in the accumulation of snow and/or ice on such sidewalk~~ **within the first six (6) total hours between sunrise and sunset after such snow and ice has come upon such sidewalk**, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and or melting agents as may be necessary for this purpose. **Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a clear and non-slippery condition.** The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.3 for good cause.

#### SECTION 7.7.4 NO ICE AND SNOW TO BE PLACED ON STREET

No person, unless authorized by the Commissioner of Public Works, shall place, or cause to be placed, ice or snow upon any street of the Town. Without limiting the generality of the foregoing, no person, unless authorized by the Commissioner of Public Works, shall place, or cause to be placed, ice or snow upon any sidewalk of the Town.

#### SECTION 7.7.5 PENALTIES

The violation of any provision of Sections 7.7.1 and 7.7.2 of this Article 7.7 shall be subject to a fine of ~~\$100.00~~ **\$200.00** for the first violation, ~~\$150.00~~ **\$250.00** for the second violation, and ~~\$200.00~~ **\$300.00** for the third and subsequent violations in any fiscal year. The violation of any provision of Section 7.7.3 of this Article 7.7 shall be subject to a fine of ~~\$50.00~~ **\$100** for the first violation, and ~~\$100.00~~ **\$150** for the second **violation, and \$200 for the third** and subsequent violations in any fiscal year. **The Commissioner of Public Works, or other authorized agent of the Town, shall have the discretion to impose fines for second, third, and subsequent violations on successive periods of at least 24 hours' duration within the same snow event, and/or for subsequent snow events within the same season. Each thirty (30) meter section of sidewalk, or portion thereof, that is found to violate any provision of Sections 7.7.1, 7.7.2, or 7.7.3 of this Article 7.7 shall be considered a**

**separate violation of this Article. One or more violations** of any provision of Section 7.7.4 of this Article 7.7 shall be subject to a fine of \$250.00 **for each violation**.


#### SECTION 7.7.6 COMPLIANCE DELAY

Depending upon the severity of a storm and other factors, the Commissioner of Public Works may delay the period for compliance with Sections 7.7.1, 7.7.2, or 7.7.3 of this by-law. In the event of initiating a compliance delay, the Commissioner of Public Works shall post a notice prominently on the Town of Brookline's Internet home page and make other good faith efforts to notify the public, including, but not limited to, social media outlets, the cable access television station, e-mail list serves, and the emergency telephone notification system.

#### SECTION 7.7.7 ANNUAL REPORT

The Select Board shall include in the Annual Report of the Town a summary of the Town's efforts and results during the past year in implementing Sections 7.7.1, 7.7.2, or 7.7.3, including, but not limited to, public education, enforcement and assistance to owners.

Or act on anything relative thereto.



Longwood Mall, 2017

## WA 9 Fall Town Meeting 2022: Updating the sidewalk snow removal by-law

Abby Swaine, Marissa Vogt, and Kerri Ann Tester

1

Brookline in winter can be **beautiful**, as this slide shows...and temporary inconvenience due to freshly fallen snow is to be expected. But when snow is not **promptly removed**, it gets trampled, melts and then freezes again, and becomes a hazard and a barrier to pedestrians. To illustrate...



**One property** can make a whole block impassible. A stroller or shopping cart would get mired, and a WC user would have to turn around.

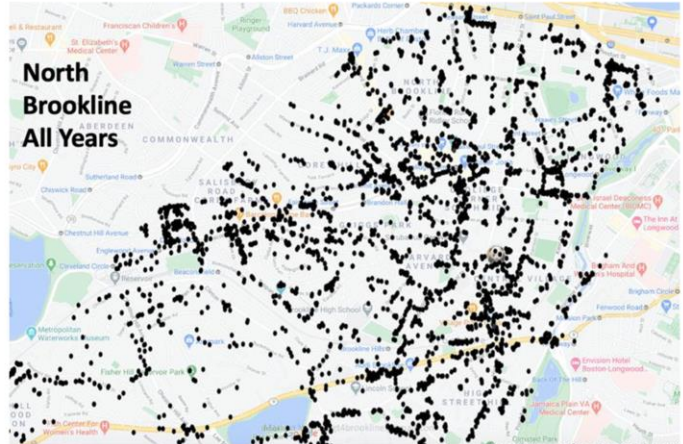
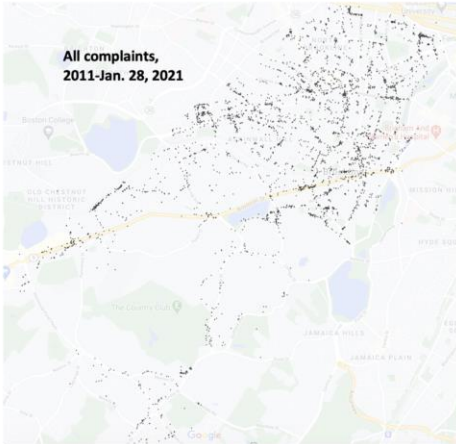


Owners often ignore **transitions** between their properties and others', or with the public way, marooning pedestrians. Frozen berms of uncleared snow can make crossing an **intersection** dangerous even for nimble pedestrians, and impossible for others, long after other snow has melted.



All these photos show the lingering effects of not removing snow or doing it badly. They weren't taken 3 hours or even 30 hours after a storm— they were taken **days and weeks later**. We need to deal better with the **realities of New England weather** and our dense street networks, or admit that we're only a "fair weather" walkable community.

BrookONline receives hundreds of unshoveled/icy sidewalks complaints each year



*Despite the large number of complaints, relatively few fines are issued.*

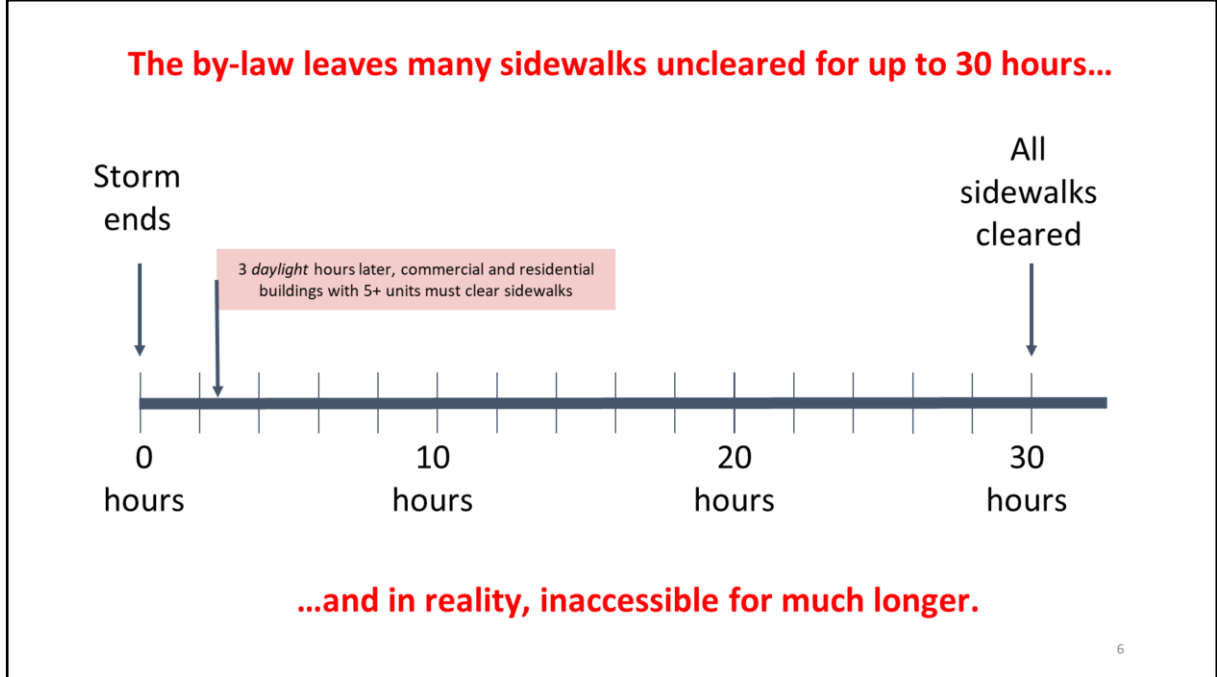
5

**Data** on over 4,000 unshoveled/icy sidewalk complaints submitted through BrookONline over a nine-year period, analyzed by the PedAC, show:

- That they represent **18 percent of all complaints**, despite their seasonal nature.
- That 750 addresses have had **more than one** BrookONline complaint, 120 addresses have had **more than 5** complaints, 460 addresses have had complaints in **more than one year**, and 120 addresses have had complaints in **more than two years**.

This is evidence that **residents care** about this issue very much, and that we need **stronger and smarter rules** to deal with the realities of our climate and with deadbeat property owners.

Predictably, complaints are more numerous in **North Brookline**, due to **dense** neighborhoods, commercial attractions, and more reliance on walking than driving. But even if we could assume that residents in **South Brookline** don't face snow barriers, or don't want to walk much in winter, it wouldn't be fair to apply a **lesser standard** for pedestrian mobility in one part of town vs another.



Currently, in neighborhoods with **single and 2-, 3-, and 4-family** homes, sidewalks can remain **impassable for up to two days**... days when **kids** could otherwise walk to school, **workers** could reach transit stops, **worshippers** could walk to temple, **elders** could go shopping... and so on.



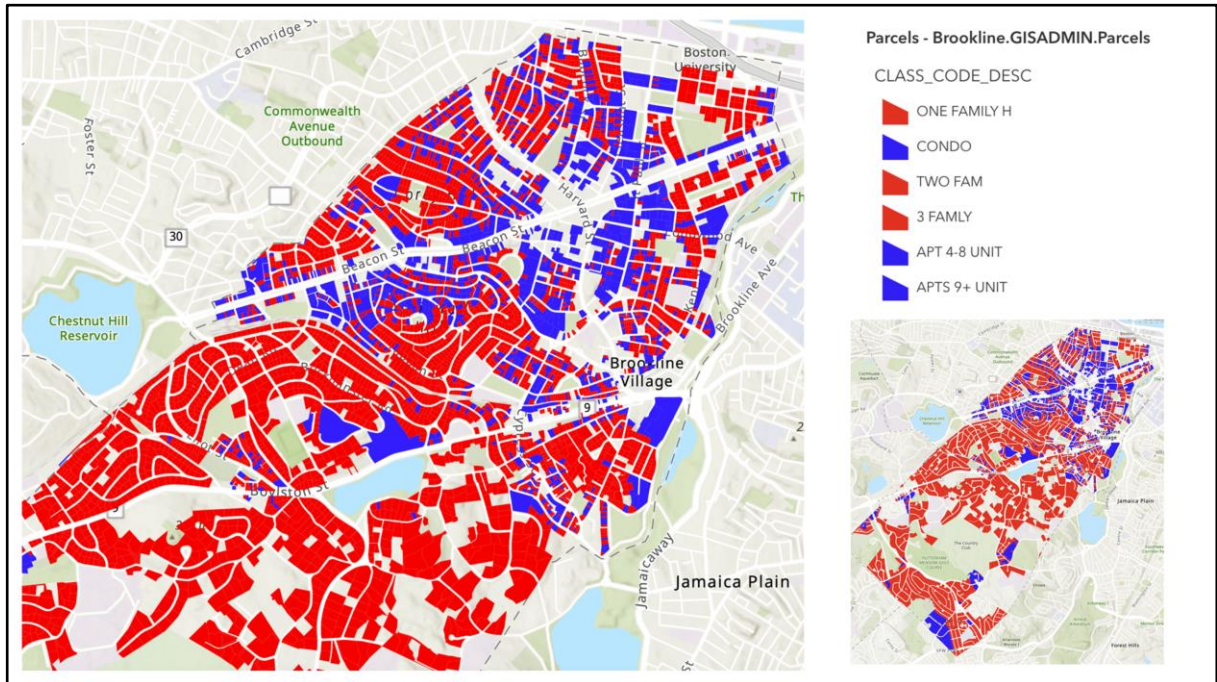
The **proposed** by-law amendment would recapture some lost freedom.

In areas where **triple-deckers and other multi-unit dwellings** predominate, sidewalks should be **passable by the after-school** commute (if the storm ends by noon).

In areas where **single- and 2-family** homes line the streets, sidewalks **could** be passable by the after-school commute (if the storm ends **overnight**), but **otherwise** at least by walk-to-school time the following morning.

Why give one- and 2-family homes **more time**? They tend to cluster in less dense neighborhoods, where **fewer potential pedestrians** live. Also, those who share a property with two or more other households can **share duties and expenses**, making brisk turnaround more feasible.

# 13.A.



Our **landscape** is dominated by one-and two-unit homes more than we might assume.

# 13.A.

Gray = current compliance windows and fines. White = proposed.

Property details	Deadline: # of hours after storm ends	First offense	Second offense	Third and subsequent offenses
Located in "Business and Industrial Districts"	3	\$100	\$150	\$200
	3	\$125	\$250	\$300
Multi-family dwellings (5+ units)	3	\$100	\$150	\$200
	3	\$125	\$250	\$300
General requirement (includes <u>1-4 unit dwellings</u> )	30	\$50	\$100	\$100
	12*	\$75	\$150	\$200

\*If storm ends after noon, must be cleared by noon the following day.

This is what the amended version of the WA proposes. Gray cells show what we have currently. Those compliance periods and fine structure shaded in grey have been in place since May 2015. At that juncture, the Board of Selectmen, Advisory Committee, and Town Meeting agreed to eliminate the automatic "Warning" step of enforcement for 1-4 family units, establish escalating fines for second, third and subsequent violations, and increase penalty amounts.

We filed this amendment because it became clear at the Oct 12 Ad Hoc AC committee hearing that the dramatic narrowing of the compliance window in the original WA for dwellings with fewer than 5 units– from 30 hours to 6 daylight hours (for 1 & 2 unit residences) or 3 hours (for 3 & 4 unit dwellings)-- caused much angst due to concerns about contractor availability, Sabbath prohibitions, senior fitness, and re-clearing areas blocked again by DPW plow passes.

We also responded to concerns that before fines are dramatically (as opposed to moderately) increased, at least for first offenses, DPW should test the deterrent effect of current fine levels by doing more enforcement.

This framework, compared to the one originally proposed, risks more overnight freezing of accumulations, but not nearly as much as does 30 hours. It raises First Offense fines only by the rate of CPI inflation (25% since 2015), but keeps the steeper escalation of fines for subsequent offenses.

## Other improvements

- Clarify that **curb ramps and portions of driveways** crossing sidewalks are part of the sidewalk system and must be cleared
- The DPW commissioner can grant **waivers** in all categories “for good cause”
- Allow fines to **accrue** for consecutive 24-hour periods of non-compliance
- Apply **larger fines for exceptionally large frontages** (segments of sidewalk longer than 100 feet accrue fines individually)

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Interestingly, we have heard no objections to the new language that making it clear that **curb ramps and driveway transitions** are part of the property owner’s responsibility. They are recognized as the means by which a pedestrian reaches and leaves an owner’s frontage.

DPW has the **power to forego** enforcement in all owner categories in extenuating circumstances.

The **bodies involved in the 2015 update**, including the Advisory Committee, noted that **scofflaw repeat offenders** are a source of frustration. The proposed 2022 amendments explicitly allow for **escalating** fines to be applied **within a snow event, or across** snow events within a season.

As in 2015, it is necessary seven years later to **adjust fine amounts** to make the **cost of non-compliance more equivalent** to the cost of compliance, especially for **large properties** whose frontages are lengthy.

## One comparable:

# CITY of BOSTON

### WHAT PROPERTY OWNERS MUST DO AFTER A STORM

- ▶ Clear sidewalks and curb ramps within three hours after it stopped snowing.
- ▶ If it snowed overnight, clear sidewalks and curb ramps within three hours after sunrise.
- ▶ Please clear at least a 42-inch-wide path for people using wheelchairs and pushing strollers.

Simply put, we're looking for an accessible path of travel. While the rule is three hours, we try to be reasonable for deciding when we start the clock. Our goal isn't to fine you. We just want people — especially youth and seniors — to be able to get around safely.

### SHOVELING TIPS

- ▶ Don't shovel or push snow into the street. If you do, the City may fine you.
- ▶ Remove ice to bare pavement or make as level as possible and treat with sand, sawdust, or similar material. Every year dozens of people are seriously injured slipping and falling on sidewalks.
- ▶ Don't push or stress yourself when you shovel. You can make an underlying illness worse.
- ▶ If you are elderly, disabled, or have a heart condition, please consider hiring a professional to clear ice and snow from your roof. The combination of ice and heights can turn dangerous. [Learn more about roof safety tips.](#)

We note a couple of nearby examples of more stringent standards that what is currently on the books for Brookline.

In **Boston**, every property must clear snow within **3 hours**, and passageways must be **wider**. **Curb ramps** are included. For residential buildings up to 16 units, the fine is \$50/day; for more than 16, \$100/day. Commercial fines are \$200/day.

## Another: Cambridge



### Shoveling

#### How soon do residents/businesses need to remove ice and snow from sidewalks?

Ice needs to be removed within 6 hours from the time it forms, per [City Ordinance](#). Snow needs to be removed within 12 hours after snow stops falling during the day and before 1pm if it snowed during the night, per City Ordinance.

Corner properties are required to shovel/clear ramps at corners near their properties to help make crossing safer for all.

Please remember that shoveling or plowing snow into the street and/or bike lanes is prohibited.

The fine for failing to comply with the City's sidewalk clearance ordinances is \$50/day for each day of non-compliance. Even if you aren't around, it is your responsibility to ensure someone clears sidewalks and ramps next to your property.

We all have a shared responsibility for keeping our community safe and accessible during winter weather. For you, your neighbors, people with strollers or using wheelchairs, and the many people in Cambridge who walk, please do your part. The City provides [salt barrels in several locations](#) throughout the City for residents to use. Please take only what you need.

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**Cambridge** is specific about ice, and somewhat more lenient about snow— **all properties** must comply **within 12 hours for daytime** snowfall and **by 1 pm for overnight** snowfall. **Curb ramps** are included and 36" wide is the standard. Fines are \$50/day. **Vulnerable pedestrians** are prioritized.

## Responding to community feedback

- 12 hour window provides more flexibility than 6 (daylight) hours
  - Avoids freeze/thaw cycle if storm ends in morning
  - Gives residents time to return home from work/school
- BrookONline data show the problem is **not** just enforcement
  - Many complaints made in residential areas before the 30 hour window closes
- Language clarifications
- Increase first fine only to track CPI
- Outreach to volunteer groups who could assist with compliance



13

## Clearing snow is our civic duty!

- What if I can't shovel?
  - Use "Shovel our Snow program" & other volunteer connections
- Brookline residents are already responsible for clearing snow
  - This warrant article simply updates the existing by-law
- Nearby communities have adopted similar sidewalk snow removal requirements



Every commenter thus far has acknowledged that providing accessible sidewalks year-round is a moral priority. Only the degree of altruism required of individuals is at issue.

Individuals who have difficulty performing or formally contracting for sidewalk snow removal have the low-cost Shovel Our Snow program option already, and we will promote that. We hope to interest the Council on Aging and BHS to team up on a FREE student shoveling service for seniors and others who are unable to shovel, modeled on the existing grocery shopping program.



We can do better, and we should.

## Appendix

16

*Original*  
WA 9

Summary of current (top, in gray) and proposed (bottom, in bold) snow removal requirements for different property types/locations

Property details	Deadline: # daylight hours after storm end	First offense	Second offense	Third and subsequent offenses
Located in "Business and Industrial Districts"	3 hours	\$100	\$150	\$200
	<b>3 hours</b>	<b>\$200</b>	<b>\$250</b>	<b>\$300</b>
Multi-family dwellings (5+ units)	3 hours	\$100	\$150	\$200
Multi-family dwellings (3+ units)	<b>3 hours</b>	<b>\$200</b>	<b>\$250</b>	<b>\$300</b>
General requirement (including single family and 2-4 family units)	30 hours <sup>5</sup>	\$50	\$100	\$100
General requirement, including single family and 2-family homes	<b>6 hours</b>	<b>\$100</b>	<b>\$150</b>	<b>\$200</b>

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This what the **original** WA proposed.

## Help with Shoveling: *Shovel Our Snow* program

The Brookline Recreation department runs the “Shovel Our Snow” referral program each winter, with registration opening up in October.

Shovelers are Brookline students ages 11+. All Brookline residents looking for some assistance clearing their snow are eligible to receive the list of shovelers.

Residents and students contact each other directly to negotiate hours, responsibilities, and payment.



## Help with Shoveling: Volunteers

A sidewalk clearance program based on the Council on Aging's SHOP Program is in development.

The Council on Aging and Brookline High School work together to connect seniors (age 60+) with BHS student volunteers who shop for and deliver groceries once a week, free of charge.

BHS students can receive up to one credit of Community Service each year on their transcript.

The sidewalk clearance program could also accept adult volunteers, like neighbors & other residents who work from home or have flexible schedules.

### Do you need help grocery shopping?



The SHOP program partners Brookline High School student volunteers with seniors to do grocery shopping once a week. If you are in need of a little bit of help, this is the program for you!

If you would like to hear more information or if you would like to sign up please contact our Volunteer Coordinator, Valerie Graf.  
(617) 734-2743  
vgraf@brooklinema.gov

## Help with Shoveling: Pooling Resources

Neighbors in multi-family buildings or even on the same block or stretch of road can hire a single shoveler or plow service to clear a long, unbroken stretch of sidewalk.

The majority of the cost for snow removal is for the service call itself; if a contractor has to make only one site visit with several buildings sharing the service call fee, the cost for each property owner is dramatically reduced.

### Do you need help grocery shopping?



The SHOP program partners Brookline High School student volunteers with seniors to do grocery shopping once a week. If you are in need of a little bit of help, this is the program for you!

If you would like to hear more information or if you would like to sign up please contact our Volunteer Coordinator, Valerie Graf.  
(617) 734-2743  
vgraf@brooklinema.gov

## Help with Shoveling: Email Groups

Many Brookline neighborhoods maintain a group email list or listserv.

Parents can post to neighborhood lists for their kids who would like to shovel for cash or as volunteers for those in need.

Neighborhood email lists may also be used to connect with others nearby to share the expense of hiring a service or individual shoveler.

[EGNA]: Teens available to shovel tomorrow



K. Ro... Jan 6  
to EGNA, Aidan



No school already called for tomorrow so Aidan and his friend Owen are available to shovel snow, clean off cars, whatever you need.

Aidan can be reached at (617) -  
(text is ideal)

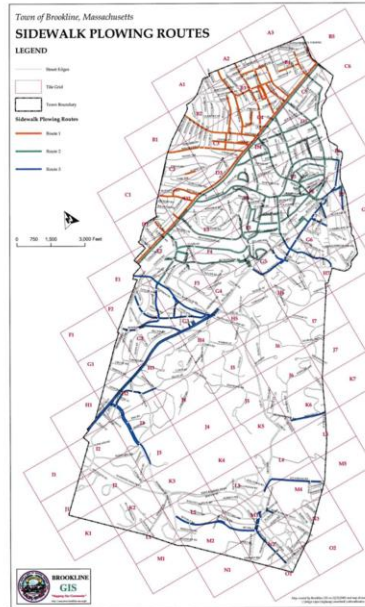
Happy snow day!

## Help with Shoveling: Trades Lists

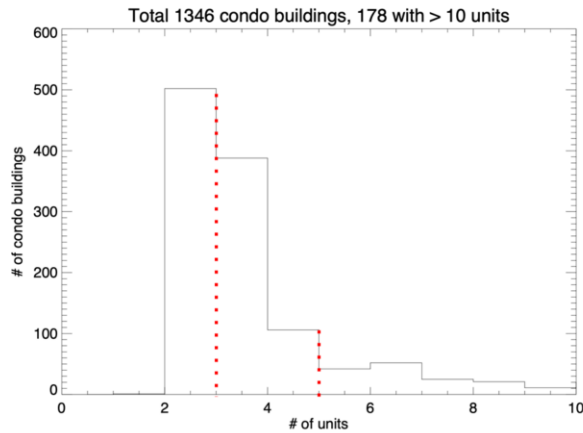
Many Brookline neighborhoods maintain a shared “trades list” of personally recommended contractors, service providers, and individuals who perform tasks like snow clearance.

EMERSON GARDEN NEIGHBORHOOD ASSOCIATION TRADES LIST as of 6/10/2022				
TRADE	COMPANY or INDIVIDUAL Name & telephone. Optional: address, email, website	RECOMMENDED BY (Name) Optional: telephone, email	NOTES	LAST UPDATE
<b>CHORES / SERVICES</b>				
Snow removal	Textbook Snow Removers: Leland 617-459-8502 or Kevin 774-285-0555	Liz [redacted]	Wentworth students hoping to raise funds for books	
	Brian MacDougall, (617) 734-4429, (617) 368-7222	Philip [redacted] Gayle [redacted]		11/2020
	Arcen Torres, 774-297-0551	Sett [redacted]	"day-of" snow removal requests	12/2020
	Brookline "Shovel Our Snow" program, 617-730-2909	Kerri [redacted]	Referral prog for BHS students	
	Eddie Feeley, 508 294-2573, Feeley.dennis@gmail.com	Joe [redacted]	Plowing.	
	Brothers Construction, 617-201-2816 & 857-236-8454	Lisa [redacted]	Ingenious in tight spaces, great.	
	Patrick Silka, 781-606-5379	Milton [redacted]		
Junk removal	RARE, Seth Barrett, 617-232-7273	Sett [redacted]	Clean outs both small and large	12/2020

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# 13.A.



About ~900 residential buildings (~11% of total) have 3 or 4 units. About ~2800 residential units (~10% of total) are in 3- and 4-unit buildings.

Most condo buildings have 2-3 units

- 2 units: 502 (37%)
- 3 units: 388 (29%)
- 4 units: 106 (8%)
- > 5 units: 349 (26%)

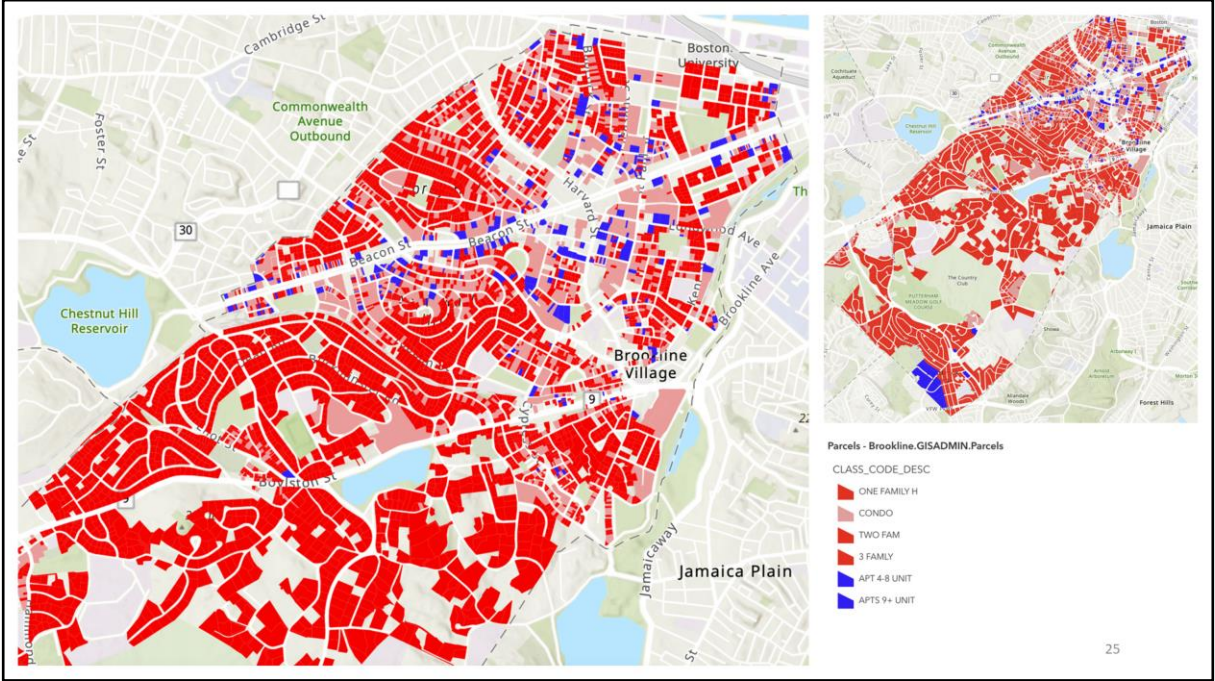
Brookline has ~29000 residential units in ~8200 residential buildings

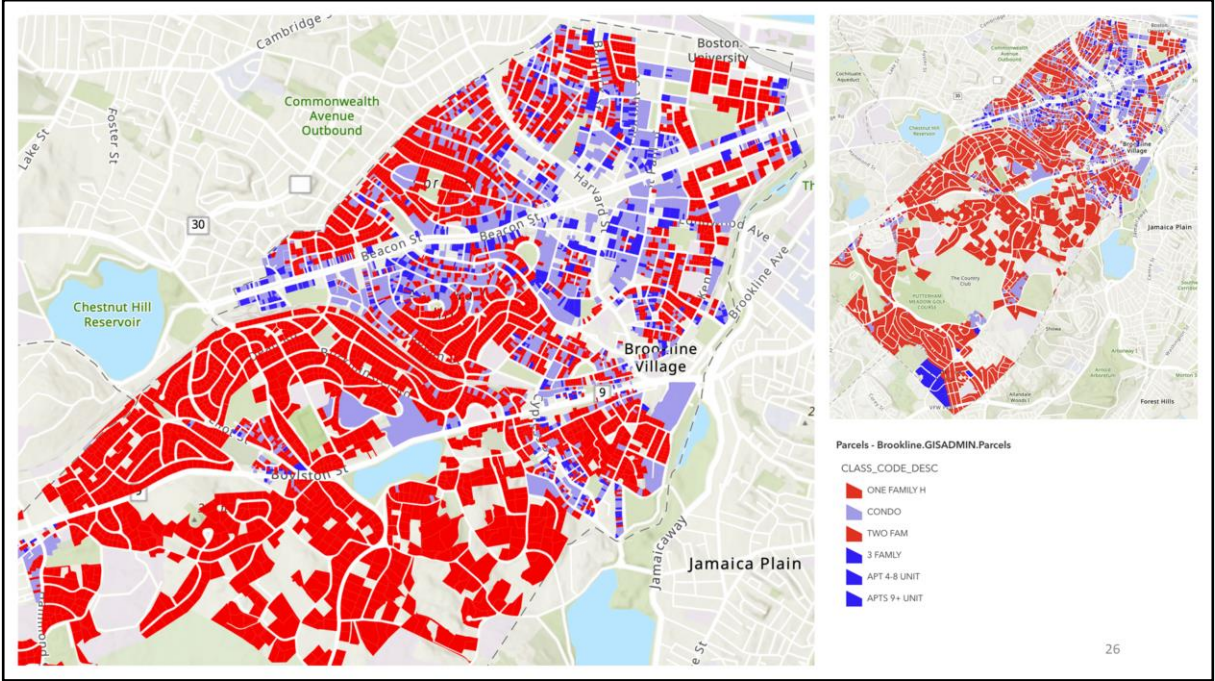
- ~10,000 condos in ~1300 condo buildings

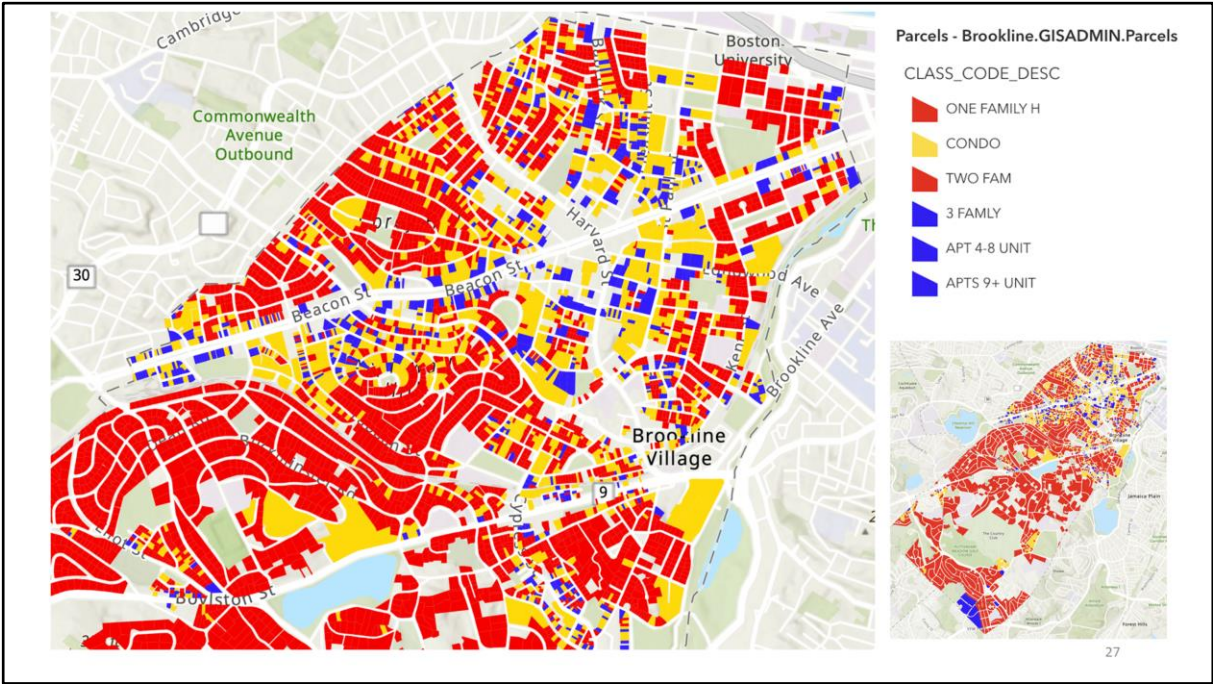
Residential buildings:

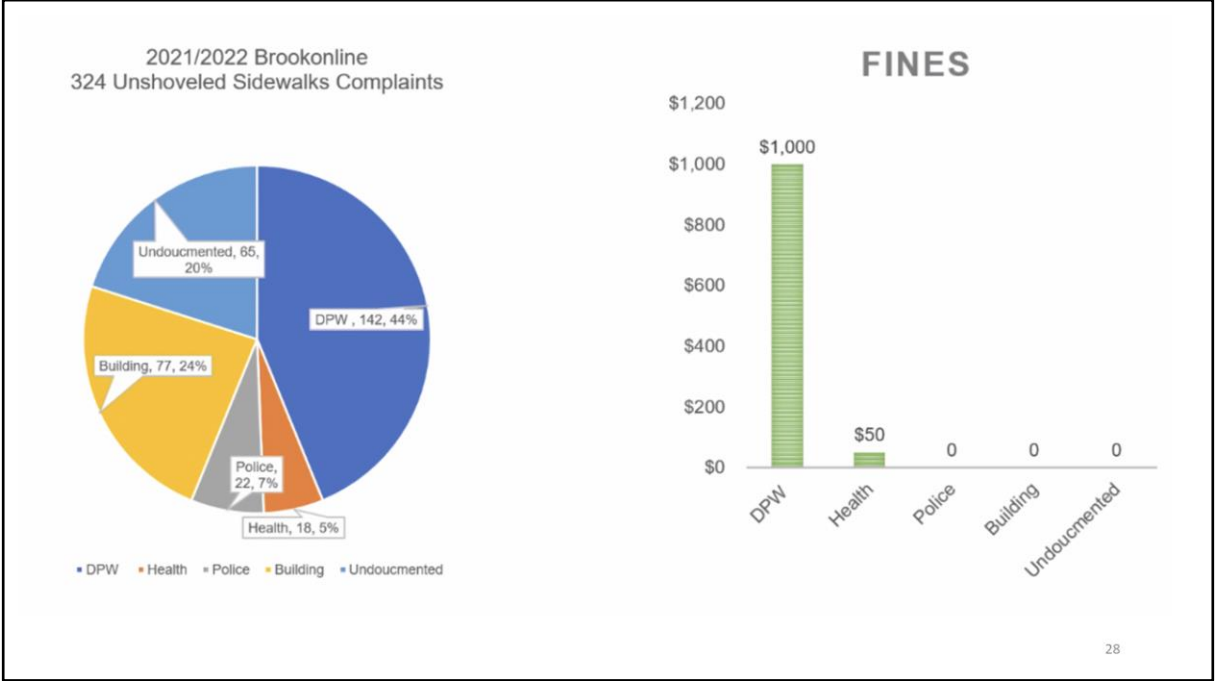
- 16% condo
- 55% single family
- 10% two family
- 5% three family
- 14% other (apartments, affordable housing, nursing home)

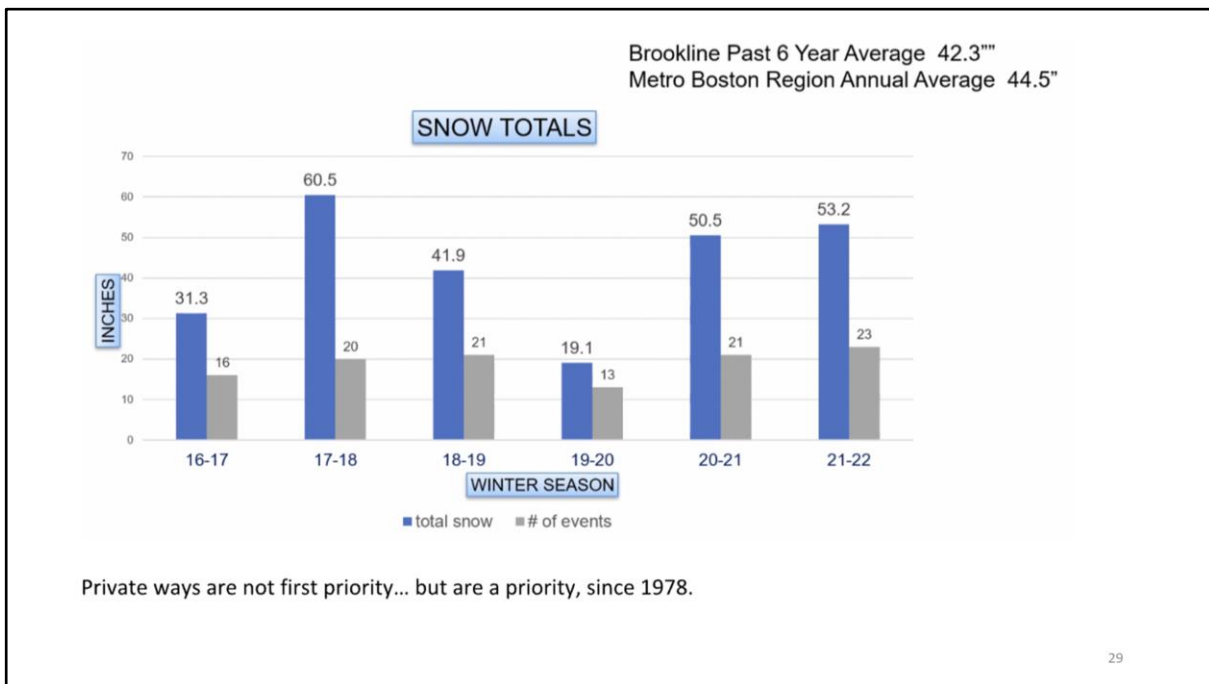
24



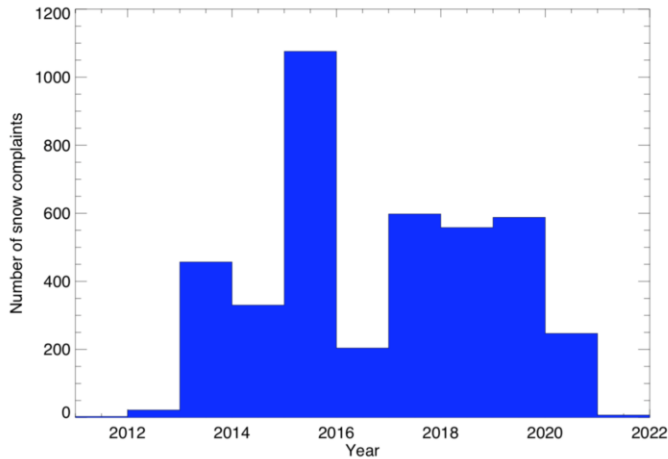








## Yearly Snow Complaints








- Average ~450 complaints per year (2012-2020)
- 1,076 complaints during the record-setting 2015 year
- # of days with snow complaints:
  - 2015: 68 days
  - Average: 41 days

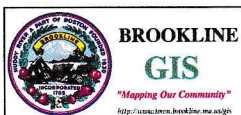
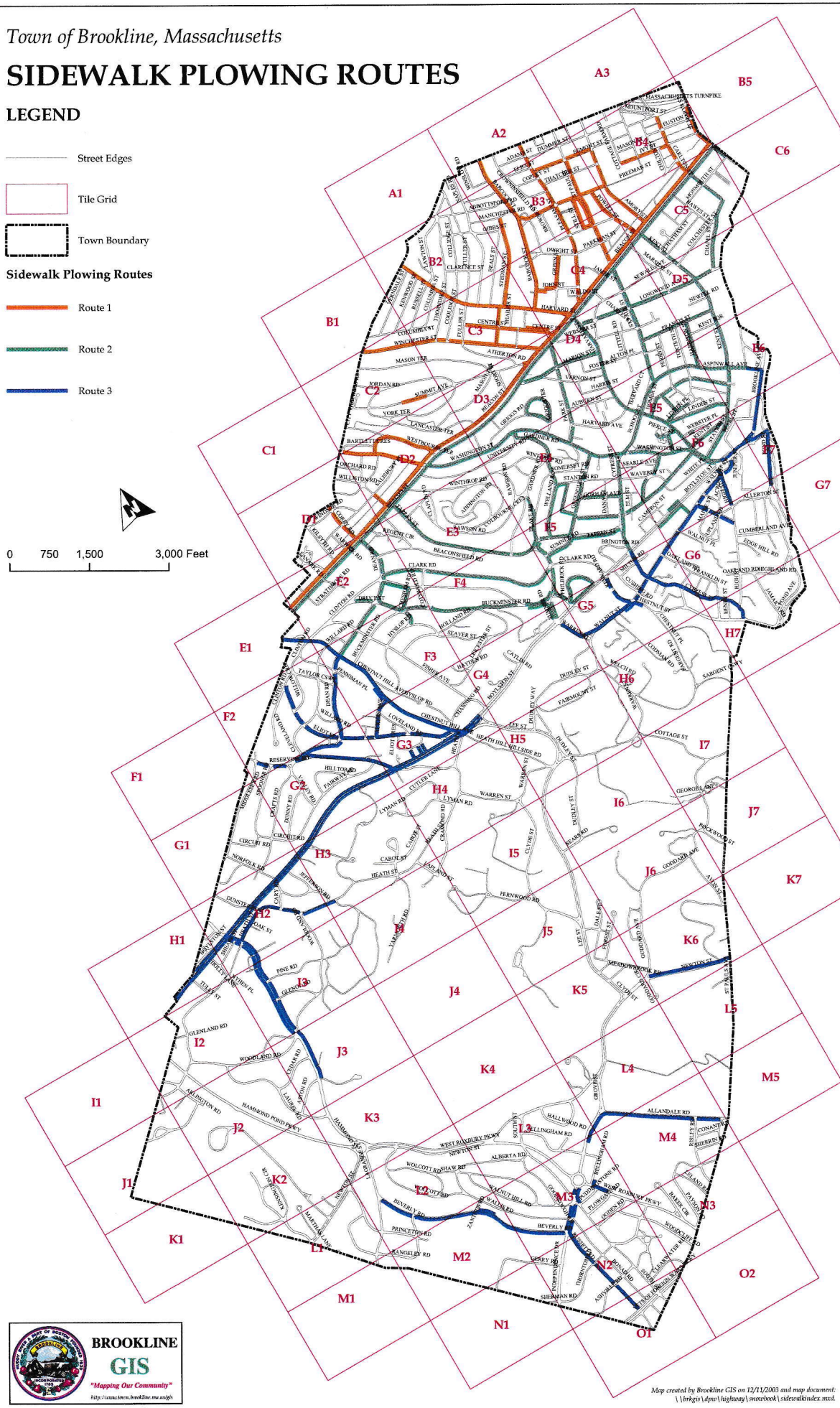
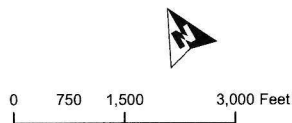
Marissa Vogt, vogt4brookline@gmail.com

4

Town of Brookline, Massachusetts

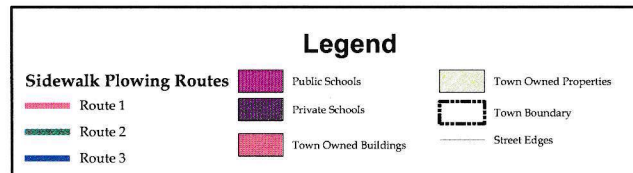
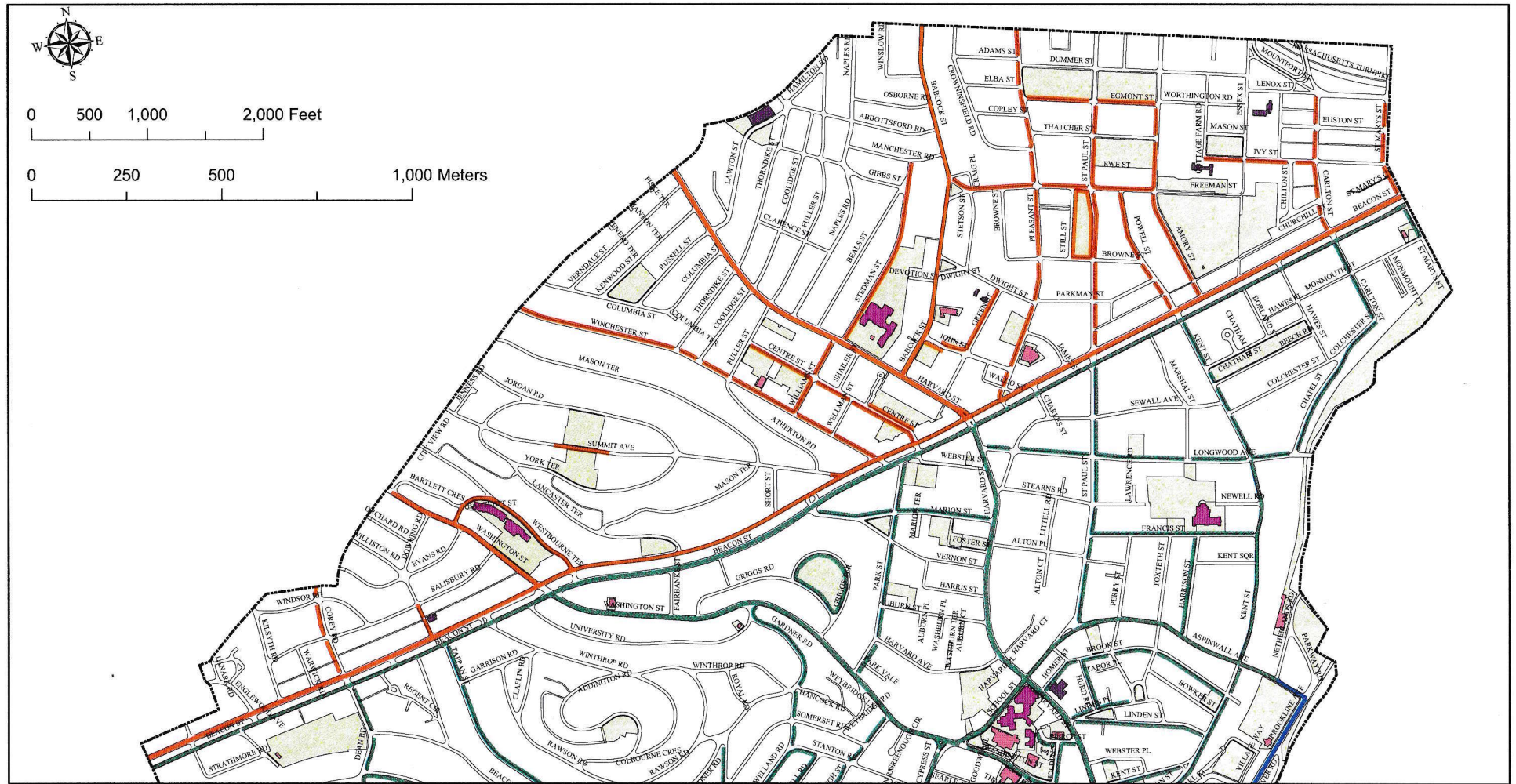
**SIDEWALK PLOWING ROUTES****LEGEND**

- Street Edges
-  Tile Grid
-  Town Boundary
- Sidewalk Plowing Routes**
-  Route 1
-  Route 2
-  Route 3



Map created by Brookline GIS on 12/11/2003 and map document:  
\\brk\gis\dpw\highway\snobook\sideroad\index.mxd.

# SIDEWALK PLOWING ROUTE 1 OF 3



## SIDEWALK PLOWING ROUTE 1 STREET LIST

AMORY ST  
BABCOCK ST  
BEACON ST  
BROWN ST  
CARLTON ST  
CENTER ST  
COREY RD  
EDGEMONT ST  
FREEMAN ST  
GREEN ST  
IVY ST

EDGEMONT ST TO BEACON ST  
HARVARD ST TO TOWN LINE  
TOWN LINE TO TOWN LINE (OUTBOUND)  
ST PAUL ST TO STILL ST  
LENOX ST TO BEACON ST  
BEACON ST TO FULLER ST  
BEACON ST TO TOWN LINE  
AMORY ST TO BABCOCK ST  
JOHN ST TO DWIGHT ST  
CARLTON ST TO COTTAGE FARM ROAD

JOHN ST  
PLEASANT ST  
POWELL ST  
ST PAUL ST  
STEDMAN ST  
STILL ST  
SUMMIT AVE  
WASHINGTON ST  
WESTBOURNE TER  
WILLIAMS ST  
WILLISTON RD

GREEN ST TO BABCOCK ST  
BEACON ST TO TOWN LINE  
BEACON ST TO FREEMAN ST  
BEACON ST TO EDGEMONT ST  
HARVARD ST TO MANCHESTER ST  
ST PAUL ST TO BROWN ST  
YORK TERRACE  
BEACON ST TO TOWN LINE  
BEACON ST TO WASHINGTON ST  
HARVARD ST TO WINCHESTER ST  
BEACON ST TO SALISBURY RD



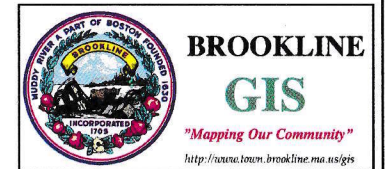
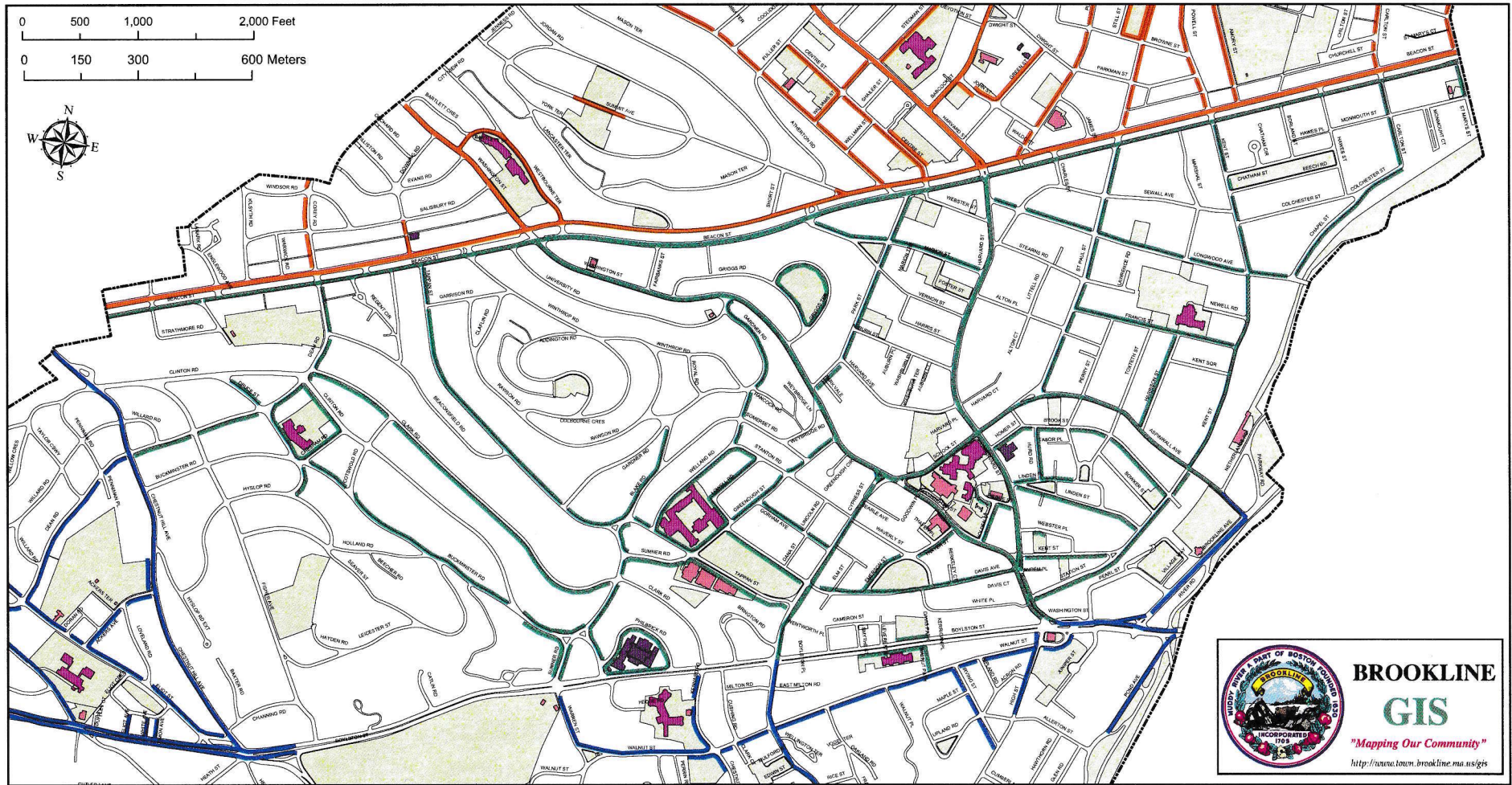
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**GIS**

"Mapping Our Community"

<http://www.town.brookline.ma.us/gis>

# SIDEWALK PLOWING ROUTE 2 OF 3



## Legend

### Sidewalk Plowing Routes

- Route 1
- Route 2
- Route 3

- Public Schools
- Private Schools
- Town Owned Buildings

- Town Owned Properties
- Town Boundary
- Street Edges

ASPINWALL AVE  
 BEACON ST  
 BLAKE RD  
 BOYLSTON ST  
 BOYLSTON ST  
 BOYLSTON ST  
 BROOK ST  
 BUCKMINSTER RD  
 CARLTON ST  
 CHESHAM RD  
 CLINTON RD

HARVARD ST TO NETHERLANDS RD  
 TOWN LINE TO TOWN LINE (INBOUND)  
 GARDNER RD TO TAPPAN ST  
 IN FRONT OF THE BOYLSTON PLAYGROUND  
 IN FRONT OF THE OLD LINCOLN SCHOOL  
 PHILBRICK RD TO BUCKMINSTER RD  
 HOMER ST TO KENT ST  
 BOYLSTON ST TO CLINTON RD  
 BEACON ST TO COLCHESTER ST  
 LONGWOOD AVE TO COLCHESTER ST  
 DANCE ST TO CLINTON RD  
 DEAN RD TO CHESHAM RD

CYPRESS T  
 DAVIS AVE  
 DEAN RD  
 DANCE ST  
 EMERSON ST  
 FRANCIS ST  
 GARDNER RD  
 GORHAM AVE  
 GREENOUGH ST  
 GRIGGS RD  
 GRIGGS TER  
 HARRISON ST

WASHINGTON ST TO BOYLSTON ST  
 WASHINGTON ST TO GREENOUGH ST  
 BEACON ST TO CHESTNUT HILL AVE  
 HYSLOP RD TO CLINTON ST  
 WAVERLY ST TO DAVIS AVE  
 KENT ST TO ST PAUL ST  
 WASHINGTON ST TO HANCOCK RD  
 CYPRESS ST TO GREENOUGH ST  
 WASHINGTON ST TO SUMNER RD  
 GRIGGS TER AND GRIGGS PARK  
 GRIGGS ROAD AND GRIGGS PARK  
 ASPINWALL AVE TO FRANCIS ST

HOLDEN ST  
 HOMER ST  
 HURD RD  
 KENT ST  
 LINDEN PL  
 LINDEN ST  
 LONGWOOD AVE  
 LOWELL RD  
 MARION ST  
 PARK ST  
 PHILBRICK RD  
 PIERCE ST

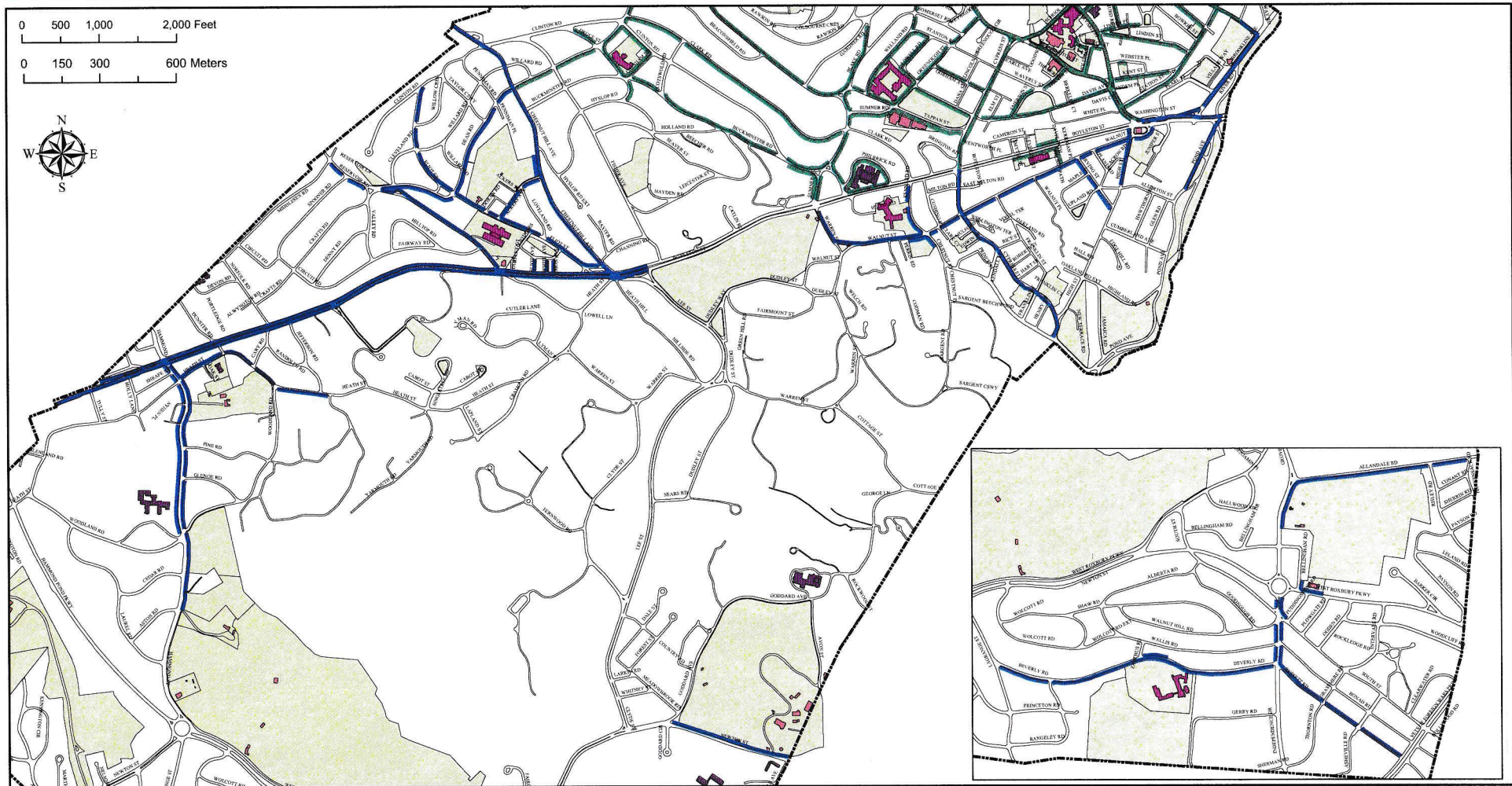
PIERCE ST TO WASHINGTON ST  
 BROOK ST TO HARVARD ST  
 BROOK ST TO LINDEN PL  
 ASPINWALL ST TO BEACON ST  
 HARVARD ST TO LINDEN SQ  
 HARVARD ST TO KENT ST  
 HARVARD ST TO CHAPEL ST  
 STANTON RD TO GREENOUGH ST  
 HARVARD ST TO BEACON ST  
 BEACON ST TO WASHINGTON ST  
 BOYLSTON ST TO BUCKMINSTER RD  
 HARVARD ST TO TOWN HALL LOT

ST MARYS ST  
 STATION ST  
 SUMNER RD  
 TAPPAN ST  
 THAYER ST  
 WASHINGTON ST  
 WELLAND RD

MONMOUTH ST TO BEACON ST  
 WASHINGTON ST TO KENT ST  
 BOYLSTON ST TO TAPPAN ST  
 CYPRESS ST TO BEACON ST  
 WAVERLY TO WASHINGTON ST  
 BEACON ST TO WASHINGTON ST  
 BEACON ST TO BOYLSTON ST  
 GARDNER RD TO TAPPAN ST

SIDEWALK PLOWING ROUTE 2 STREET LIST

# SIDEWALK PLOWING ROUTE 3 OF 3



Legend			
Sidewalk Plowing Routes		Town Owned Properties	
Route 1	Public Schools	Town Owned Buildings	Town Boundary
Route 2	Private Schools	Street Edges	
Route 3			

ACKERS AVE ALLANDALE RD ASPINWALL AVE BEVERLY RD BOYLSTON ST BROOKLINE AVE CHESTNUT HILL AVE CRAFTS RD CYPRESS ST DEAN RD ELIOT AVE ELIOT ST	ELIOT ST TO CHESTNUT HILL AVE GROVE ST TO TOWN LINE NETHERLAND RD TO BROOKLINE AVE INDEPENDENCE DR TO LAGRANGE ST LEE ST TO TOWN LINE (CHESTNUT HILL) WASHINGTON ST TO ASPINWALL AVE ACKERS AVE TO HYSLOP RD ELIOT ST TO RESERVOIR RD BOYLSTON ST TO HIGH ST ELIOT ST TO CHESTNUT HILL AVE BOYLSTON ST TO ELIOT CRES CLINTON RD TO BOYLSTON ST	GROVE ST HAMMON ST HEATH ST HIGH ST INDEPENDENCE DR IRVING ST KENNARD RD NEWTON ST RESERVOIR RD RUSSETT RD TIMON AVE WALNUT ST	WALNUT HILL CEMETERY ASTON RD TO BOYLSTON ST JEFFERSON RD TO HAMMON ST ALLERTON ST TO WASHINGTON ST BEVERLY RD TO PUTTERHAM CIRCLE WALNUT ST TO HIGH ST BOYLSTON ST TO WALNUT ST CODDARD AVE TO TOWN LINE MIDDLESEX RD TO BOYLSTON ST VFW PARKWAY TO INDEPENDENCE DR BOYLSTON ST TO ELIOT CRES WASHINGTON ST TO WARREN ST	WARREN ST WEST ROXBURY PARKWAY WHITE AVE BOYLSTON ST TO WALNUT ST IN FRONT OF THE PUTTERHAM LIBRARY BOYLSTON ST TO ELIOT CRES
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SIDEWALK PLOWING ROUTE 3 STREET LIST
ACKERS AVE ALLANDALE RD ASPINWALL AVE BEVERLY RD BOYLSTON ST BROOKLINE AVE CHESTNUT HILL AVE CRAFTS RD CYPRESS ST DEAN RD ELIOT AVE ELIOT ST GROVE ST HAMMON ST HEATH ST HIGH ST INDEPENDENCE DR IRVING ST KENNARD RD NEWTON ST RESERVOIR RD RUSSETT RD TIMON AVE WALNUT ST WALNUT HILL CEMETERY ASTON RD TO BOYLSTON ST JEFFERSON RD TO HAMMON ST ALLERTON ST TO WASHINGTON ST BEVERLY RD TO PUTTERHAM CIRCLE WALNUT ST TO HIGH ST BOYLSTON ST TO WALNUT ST CODDARD AVE TO TOWN LINE MIDDLESEX RD TO BOYLSTON ST VFW PARKWAY TO INDEPENDENCE DR BOYLSTON ST TO ELIOT CRES WASHINGTON ST TO WARREN ST



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**GIS**  
"Mapping Our Community"  
<http://www.ci.brookline.ma.us/gis>

**Brookline Department of Public Works  
Snow & Ice Control**

**Sidewalk Tractors**

VEHICLE #	TYPE OF VEHICLE	YEAR PURCHASED	PURCHASE PRICE	REPLACEMENT COST	REPLACEMENT YEAR	CONDITION RATING
357	Trackless Municipal Tractor	2018	127,825	199,000	2033	Good
358	Holder Cc4.70 Sidewalk Tractor / Sander	2010	110,000	171,000	2025	Good
360	Holder C9700H Sidewalk Tractor/Sander	1999 -	57,913	156,900	2022	Poor
361	Bombardier SW48CS Sidewalk Tractor/Sander	2014	120,000	187,000	2029	Good
362	Bombardier SW48CS Sidewalk Tractor/Sander	1994 -	51,190	147,600	2021	Poor
363	Bombardier SW48CS Sidewalk Tractor/Sander	2014	120,000	187,000	2029	Good
364	Holder C9700H Sidewalk Tractor/Sander	1999 -	57,913	147,800	2020	No Reverse Gear
365	Bombardier SW4S Sidewalk Tractor/Sander	2008	100,000	156,000	2023	Good
366	Trackless Municipal Tractor	2018	126,875	199,000	2033	Good

As of February 2018

## Brookline Sidewalk Snow Removal By-Law Update Warrant Article

**Submitted by:** Abby Swaine, Marissa Vogt (TMM-P6), Kerri Ann Tester

VOTED that the Town amend the General By-Laws, Part VII “Streets and Ways”, Article 7.7 “Removal of Snow and Ice From Sidewalks”, as follows (additions are underlined, deletions are denoted by ~~strikethrough~~):

### ARTICLE 7.7 REMOVAL OF SNOW AND ICE FROM SIDEWALKS

#### SECTION 7.7.1 BUSINESS AND INDUSTRIAL DISTRICTS

In all Business and Industrial Districts, as defined and delineated in the Zoning By-law, the owner, or their agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three (3) hours between sunrise and sunset after ~~such snow and ice has come upon such sidewalk~~ the cessation of each storm that results in the accumulation of snow and/or ice on such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and/or melting agents as may be necessary for this purpose. Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a clear and non-slippery condition. The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.1 for good cause.

#### SECTION 7.7.2 MULTI-FAMILY DWELLINGS

The owner, or their agent, of any building designed or occupied as a residence by more than four families or which contains more than four dwelling units, as defined in the Zoning By-law, shall cause all sidewalks of a street which are contiguous to the land upon which the building is situated to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within the first three (3) hours between sunrise and sunset after ~~such snow and ice has come upon such sidewalk~~ the cessation of each storm that results in the accumulation of snow and/or ice on such sidewalk, and shall maintain said portion of sidewalk in a non-slippery condition

by application(s) of sand and/or melting agents as may be necessary for this purpose. **Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a clear and non-slippery condition. The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.2 for good cause.**

#### SECTION 7.7.3 GENERAL REQUIREMENT

Except as set forth in Subsections (a) and (b) above, the owner, or their agent, of any land abutting upon or contiguous to a sidewalk of a street shall cause said sidewalk to be maintained in a non-slippery condition suitable for pedestrian travel by clearing all snow and ice from a pathway at least thirty-six (36) inches in width along the length of said sidewalk within ~~thirty (30)~~ **twelve (12)** hours of the cessation of each storm that results in the accumulation of snow and/or ice on such sidewalk **or before noon on the day following the cessation of a storm that ends after 12 noon**, and shall maintain said portion of sidewalk in a non-slippery condition by application(s) of sand and or melting agents as may be necessary for this purpose. **Corner and mid-block curb ramps, and portions of driveways crossing sidewalks, are part of the sidewalk system, and shall likewise be maintained in a clear and non-slippery condition.** The Commissioner of Public Works, or their designee, may grant a waiver from the terms of this Section 7.7.3 for good cause.

#### SECTION 7.7.4 NO ICE AND SNOW TO BE PLACED ON STREET

No person, unless authorized by the Commissioner of Public Works, shall place, or cause to be placed, ice or snow upon any street of the Town. Without limiting the generality of the foregoing, no person, unless authorized by the Commissioner of Public Works, shall place, or cause to be placed, ice or snow upon any sidewalk of the Town.

#### SECTION 7.7.5 PENALTIES

The violation of any provision of Sections 7.7.1 and 7.7.2 of this Article 7.7 shall be subject to a fine of ~~\$100.00~~ **\$125.00** for the first violation, ~~\$150.00~~ **\$250.00** for the second violation, and ~~\$200.00~~ **\$300.00** for the third and subsequent violations in any fiscal year. The violation of any provision of Section 7.7.3 of this Article 7.7 shall be subject to a fine of ~~\$50.00~~ **\$75** for the first violation, and ~~\$100.00~~ **\$150** for the second violation, and **\$200 for the third** and subsequent violations in any fiscal year. **The Commissioner of Public Works, or other authorized agent of the Town, shall have the discretion to impose fines for second, third, and subsequent violations on successive periods of at least 24 hours' duration within the same snow event,**

**and/or for subsequent snow events within the same season. Each 100-foot section of sidewalk, or portion thereof, that is found to violate any provision of Sections 7.7.1, 7.7.2, or 7.7.3 of this Article 7.7 shall be considered a separate violation of this Article. One or more violations** of any provision of Section 7.7.4 of this Article 7.7 shall be subject to a fine of \$250.00 **for each violation**.

#### SECTION 7.7.6 COMPLIANCE DELAY

Depending upon the severity of a storm and other factors, the Commissioner of Public Works may delay the period for compliance with Sections 7.7.1, 7.7.2, or 7.7.3 of this by-law. In the event of initiating a compliance delay, the Commissioner of Public Works shall post a notice prominently on the Town of Brookline's Internet home page and make other good faith efforts to notify the public, including, but not limited to, social media outlets, the cable access television station, e-mail list serves, and the emergency telephone notification system.

#### SECTION 7.7.7 ANNUAL REPORT

The Select Board shall include in the Annual Report of the Town a summary of the Town's efforts and results during the past year in implementing Sections 7.7.1, 7.7.2, or 7.7.3, including, but not limited to, public education, enforcement and assistance to owners.

Or act on anything relative thereto.

# Responses to Advisory Committee – Warrant Article Questionnaire

<b>Goals &amp; Benefits (Briefly, or send a separate file):</b>	
a. What is the intended policy goal of the proposed Warrant Article?	The goal of this By-Law amendment is to ensure year-round, minimally interrupted access to public sidewalks for all pedestrians, by requiring that both residential and commercial area sidewalks are promptly and adequately cleared following a storm. The updated fine structure better incentivizes property owner compliance; shortens overly long compliance periods to comport with the New England daily freeze-thaw cycle (thereby avoiding “frozen-in-place” obstructions that persist for days and weeks); and makes it clear that providing access to curb cuts at intersections and crosswalks is an essential component of sidewalk usability. See the warrant article Explanation for further details.
b. Why is this important for the Town?	Notwithstanding the By-Law update in 2015, resident complaints lodged via BrookOnline average 450 per year and are increasing year over year. Passable sidewalks for residents and visitors are consistent with the Town’s priorities for pedestrian safety, healthy transportation (walking, including to/from transit), Safe Routes to Schools, age-friendliness, and equity (ADA compliance, and mobility for those who cannot own/operate a motor vehicle).
c. Is this something that the Town should do, especially if there are State or Federal resources dedicated to the issue?	No non-municipal resources are available. The Town plows 42 miles of sidewalks near schools, parks and commercial centers in addition to those abutting Town property. Since Proposition 2 ½, and more recently due to the need to plow curb-to-curb prior to school start time to accommodate increased

## 13.A.

	onstreet BPS teacher permit parking, the Town has been unable to take on more responsibility. This will continue for the foreseeable future, due to budgetary and workforce constraints.
d. How does the policy goal and the proposed action solve a problem? Does it provide a new benefit, or extend some existing benefit?	Currently, a substantial subset of Brookline residents – parents pushing strollers, schoolchildren, elderly or frail persons, commuters using MBTA or shuttle services, and wheelchair users– are effectively disenfranchised or endangered by being unable to safely use segments of the public sidewalk network for days or weeks after snowfalls. Commutes for Brookline’s essential workers (such as child care providers, in-home helpers, nursing home/personal care aides, and retail employees) who have no choice but to travel by public transit are lengthened and made much more treacherous by icy, bumpy, narrowed sidewalks for weeks at a time each winter. The existing By-Law is intended to prevent these hazards but consistently fails to do so, because the current incentive structure is inadequately motivating, and compliance periods are too long (i.e., the current 30-hour wait period for most residences allows for one or more overnight melt-freeze cycles).
e. Could Town staff or a Town Board or Committee address the issue effectively without action by Town Meeting?	No. DPW has made it clear that they cannot, under foreseeable budgetary, staffing, workload and hiring constraints, take on plowing any more of Brookline’s 149 miles of sidewalks and 2,000 curb ramps. Policy and educational approaches alone cannot adequately motivate where individuals’ personal interests in saving money (on for-hire snow removal) and time (needing to clear the sidewalk at inconvenient times, or to make arrangements for others to do so) are strong. Standards and incentives in the existing bylaw have failed to ensure access for vulnerable users of the public walkways, in particular in residential areas where 1-4 unit properties predominate.

General questions	
a. Why is the proposed solution workable and effective?	The amendments build upon and strengthen an existing framework without calling for drastic changes in practices and responsibilities.
b. Is there a financial benefit from the proposed solution?	Neutral.
c. Who will benefit and who might not benefit from the proposed action?	A wide variety of residents who need or want to walk through neighborhoods in the winter, the frailest or most mobility-challenged of whom otherwise become “shut-ins,” will benefit. Residents who currently do not hire individuals or companies to clear snow, because they can get around to and manage the task themselves within the 30-hour window, may have to spend money or trade favors with neighbors to get the job done sooner.
d. What are the perceived pros and cons, both in the short and long term?	Support of this WA and compliance with the amended bylaw, as it exists and as amended, requires property owners to look beyond their personal interests and wishful thinking, toward improving community conditions.
e. What research on the topic supports or does not support the proposed article?	<p>“Exploring Winter Community Participation Among Wheelchair Users”  <a href="https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4732417/">(https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4732417/)</a></p> <p>“Unshovelled sidewalks isolate people with disabilities, accessibility consultant says”  <a href="https://www.cbc.ca/news/canada/british-columbia/snow-clearing-disabilities-1.6306449"> (https://www.cbc.ca/news/canada/british-columbia/snow-clearing-disabilities-1.6306449) </a></p> <p>“Snow-covered sidewalks create mobility barriers for seniors, people with disabilities”  <a href="https://www.idealstream.org/news/snow-covered-sidewalks-create-mobility-barriers-for-seniors-people-with-disabilities"> (https://www.idealstream.org/news/snow-covered-sidewalks-create-mobility-barriers-for-seniors-people-with-disabilities) </a></p>

	<p>“Clear Curb Cuts – Meet Amy”</p> <p><a href="https://walkboston.org/what-we-do/snow/">https://walkboston.org/what-we-do/snow/</a></p>
f. What alternatives to the proposed action were considered?	<p>The current bylaw has been in effect for seven years now and has not solved the problem. DPW managers presented with this proposed amendment have voiced support for it, and made it clear that the Town cannot entertain taking on clearing additional sidewalk miles. Ideally, the deadline for removing snow from sidewalks and curb cuts should be by the time children are walking to or home from school (depending on when the storm ends), but a six-hour window was chosen as more manageable for single- and two-family dwellings where responsibility cannot be as easily shared among households.</p>
<b>Impacts</b>	
Consider the impact on...	<ul style="list-style-type: none"> <li>• Town infrastructure: The existing bylaw already requires enforcement by the DPW.</li> <li>• Residents: Residents who currently tend to delay shoveling (until 1-2 melt-freeze cycles have taken place, and the snow is packed solid) will need to make arrangements for their sidewalks to be cleared for pedestrians in a more timely manner. Several options exist to help with this.             <ul style="list-style-type: none"> <li>○ The majority of residents will simply prioritize clearing their sidewalks themselves in a more timely way. During a high-volume or long-duration storm, this may require more than one episode of shoveling.</li> <li>○ Some residents may choose to hire someone else to clear their sidewalks in a timely manner. For example, the Recreation Department’s “Shovel Our Snow” program connects local teens with residents who will pay them a reasonable fee for shoveling before and after school – or during the day, if</li> </ul> </li> </ul>

	<p>school is canceled after a storm.</p> <ul style="list-style-type: none"> <li>○ A minority of residents who are physically or financially unable to do the work themselves may ask friends, family or neighbors to help, or they may register with a program that connects them with volunteers who will assist free of charge.</li> <li>○ Residents in properties with an owners' association may choose to hire someone (or a service) to clear their sidewalks.</li> <li>○ Residents (especially those in multi-unit buildings or row homes) may choose to cooperate to either come up with a rota of resident shovelers, or to hire someone to clear shared lengths of sidewalk in a timely manner. Those who organize a rota may decide to acquire and share a snow-blower.</li> <li>○ According to our research, snow removal companies sometimes charge hefty fees, particularly for those who have not made advance arrangements (\$180-350 per storm, depending on many factors including length or area to be cleared), but local teens and other individuals are much more reasonable (e.g., \$60 per storm for an adult, or \$20 per hour for a middle/high school student).</li> </ul> <ul style="list-style-type: none"> <li>● The environment: Sidewalks that are cleared of snow require less treatment with salt and other types of snow melt, which can harm adjacent vegetation, dogs' paws, and water quality.</li> <li>● Employers: Local businesses and institutions will certainly benefit from the Town having accessible sidewalks everywhere and for everyone, enabling staff, shoppers and clients to access stores and services sooner and more easily after each storm. Refer to BrooklineCAN's "Monitoring sidewalks in commercial areas after</li> </ul>
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	<p>winter storms” campaign:  <a href="https://www.brooklinecan.org/livable_community.html">https://www.brooklinecan.org/livable_community.html</a></p> <ul style="list-style-type: none"> <li>• Others: Local teens and freelance shovelers will benefit from increased income, as more residents hire them to help keep their sidewalks clear for pedestrians in a more timely manner.</li> <li>• The primary beneficiary of this WA, of course, is the Town’s many, many users of the public sidewalks—especially those with wheelchairs, strollers, canes, other mobility devices, medical conditions, visual problems that make stumbling over unexpected barriers more likely, or frailty. Under current conditions, countless people are forced to stay home as “shut-ins” for days or even weeks each winter, putting them at severe risk of isolation and other dangers. See the response to (e.) Under “General Questions,” above.</li> </ul>
Are there potential adverse effects from positive action on the article by Town Meeting?	<p>Town staff in the departments currently tasked with ensuring compliance with the snow removal By-Law (DPW, Public Health, Police, and Building) would likely need to field calls and consider appeals from property owners who receive citations. If responsibility to enforce could be consolidated (say, to the Police Dept, for implementation by parking control officers, who already issue tickets for vehicles improperly parked during snow emergencies), this burden could be reduced and streamlined.</p>
<p>Consider town priorities and allocation of funding.</p> <ul style="list-style-type: none"> <li>• What amount of funding might be required to start and maintain the proposed action?</li> </ul>	<p>No funding is required, and there is no impact on capital or operating budgets.</p> <p>Currently, the Town collects roughly \$1,000 per year in snow removal fines. In the short term, raising fine levels as proposed could increase the Town’s income</p>

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<ul style="list-style-type: none"> <li>• What is the source of those funds?</li> <li>• How does the proposed article fit within the operating and/or capital budgets?</li> </ul>	<p>by a few thousand dollars per year. If inspections and enforcement were streamlined by consolidating responsibility with parking control officers as described just above, more fines might be assessed. However, we expect that experience and education will increase compliance, and render any significant revenue increase temporary.</p>
<p>How does the proposed article and implementation impact the Town administration and staff priorities? Will a department either need to divert staff from an existing program, subcontract the work or add staff?</p>	<p>The existing bylaw already requires enforcement by the Town, so no additional burden on staff is anticipated. In fact, with more effective snow clearing by property owners who comply with the amended By-Law, fewer residents will complain about impassable sidewalks to DPW, and DPW will be called out less often to create access along sidewalks and at curb cuts.</p>
<p>Who will be responsible for implementing the action that a favorable vote will require? Has the petitioner consulted with those participants?</p>	<p>DPW has the lead, and we have consulted with Commissioner Erin Galantine and Director of Highway &amp; Sanitation Kevin Johnson. Both said they have no objection to these proposed amendments, and voiced cautious optimism that they could be beneficial if accompanied by education, and if possible with a streamlined enforcement process. They expressed some concern that proposing the amendments would trigger a fresh call for DPW to plow more (or allo Town sidewalks, and offered a robust list of reasons why that is not possible. For many of the same reasons, it appears infeasible to address noncompliance by having DPW staff or contractors clear snow at the offending property, then charge the owner for it.</p>
<p><b>Community Outreach</b></p>	
<p>a. What steps has the petitioner taken to assure that interested parties were notified and provided an</p>	<p>We have consulted so far with:</p> <ul style="list-style-type: none"> <li>• Pedestrian Advisory Committee</li> <li>• Brookline CAN Livable Community Advocacy Committee</li> </ul>

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opportunity to participate in the preparation of the proposed article?	<ul style="list-style-type: none"> <li>• DPW leadership</li> <li>• Commission on Disability</li> <li>• Town Meeting Member Listserv</li> </ul> <p>DPW Commissioner Galantine confirmed that should the bylaw pass, DPW would include information for the general public on the new requirements in their annual “Winter Guide” mailing to all Brookline addresses.</p>
b. Are there are Town Boards or Committees that might be consulted?	<p>We are scheduled to ask for endorsement from:</p> <ul style="list-style-type: none"> <li>• Commission on Disability (Oct 12)</li> <li>• Pedestrian Advisory Committee (Oct 13)</li> <li>• Transportation Board (Oct 19)</li> <li>• Brookline Safe Routes to Schools network (Oct 20)</li> <li>• Select Board (TBD)</li> </ul>
c. If another board or committee has considered the action of the proposed article, please include a summary of the discussion and outcome.	All are pending.
<b>Prior Articles</b>	
Do you know whether Town Meeting previously considered any Warrant Articles that address the same or similar topic? If so, do you know what the outcome was?	<p>The Snow Removal By-Law was last amended at May 2015 Town Meeting, primarily to increase fines. (Start at p. 220 of <a href="https://www.brooklinema.gov/DocumentCenter/View/7589/May-26-2015-Annual-Town-Meeting-Combined-Reports-With-Supplements-PDF">https://www.brooklinema.gov/DocumentCenter/View/7589/May-26-2015-Annual-Town-Meeting-Combined-Reports-With-Supplements-PDF</a>)</p> <p>To our knowledge, no Warrant Articles have been considered since 2015 until the present time.</p>
How does the proposed article differ from ones that were previously considered?	<p>Modifies the duration of compliance periods, definition of “multi-family” category, and fine amounts, and clarifies that the sidewalk network includes curb cuts that enable pedestrians to cross the street.</p>

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Is there new information or are there new circumstances to support raising an issue that was previously considered by Town Meeting?	Analysis of BrookOnline data on snow clearance complaints by members of the public is now available and has been analyzed by the Pedestrian Advisory Committee. In July 2021, the Committee submitted a report on this data and a set of recommendations entitled “ <a href="#">Brookline sidewalk snow removal policies</a> ” to the Transportation Board.
<b>Other Information</b>	
Anything else you would like the subcommittee to know?	Only that we’re not doing this for fun, nor do we think that dealing with snow and the rest of winter’s rigors is easy. We’re in this because we care deeply about the quality and accessibility of Brookline’s shared public resources, and the safety of our residents as pedestrians. This WA intends to strengthen and more fairly apportion the responsibility we all share in preserving these public goods.

ARTICLE 3TEWENTY-THIRD ARTICLE

Submitted by: Anthony Ishak TMM1, Sassan Zelkha TMM14, Sean Lynn-Jones TMM1, Charles Swartz TMM9, Kimberly Richardson TMM2, Kate Silbaugh TMM1, Don Weitzman TMM8, Carolyn Goodwin TMM8, John Margolis TMM7

To see if the Town will:

A) Appropriate additional funds to the various accounts in the fiscal year 2023 budget or transfer funds between said accounts;

B) And determine whether such appropriations shall be raised by taxation, transferred from available funds, provided by borrowing or provided by any combination of the foregoing; and authorize the Select Board, to apply for, accept and expend grants and aid from both federal and state sources and agencies for any of the purposes aforesaid

C) Appropriate \$175,804 (23 Big Belly Double Station with CLEAN software at a cost of \$6,948 per unit +\$16,000 shipping), to be expended under the direction of the Commissioner of Public Works to address the current rat infestation and wait list for requests and/or replacement of waste containers

D) Appropriate \$130,000, to be expended under the direction of the Commissioner of Public Works, for a compacting trash vehicle

E) Appropriate \$82,844 for a MEO3 position ( $\$29.39 / \text{hour} \times 40 \text{ hours} \times 52.2 \text{ weeks} = \$61,366.32 + 35\% = \$82,844$ ) to fulfill the tasks of replacement and maintenance related to the above equipment

Or act on anything relative thereto.

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PETITIONER'S ARTICLE DESCRIPTION

The objective of this resolution is two-fold:

1. To address the current shortage of waste containers exacerbating the current rat infestation issues in public areas
2. To prevent/reduce future infestations from occurring while also helping to reduce littering and promote cleanliness in our public spaces and residential areas

Rats are a well-known public health risk as they carry bacteria that can cause illness. Aside from physical health risks, rats can also impact mental health by causing anxiety and instilling fear in people. In some cases, fear can impact proper discarding of waste since

people are afraid of going near dumpsters and waste bins where rat sightings are frequent. They also can cause damage to food which leads to waste (impacting people during a time of inflated costs) along with infrastructure and environmental damage. Recent studies show an increase in rat infestation in urban areas from Chicago to Sydney and extending to neighboring towns during the pandemic. Here in Brookline, the Department of Public Works (DPW) has seen a four-fold increase in rat-related complaints in calendar year 2022 (as of 8/25/22) as compared with 2019. This is likely an underestimate as it does not include complaints to other departments. The infestation has created enough alarm to warrant DPH notices on June 14 and August 1<sup>st</sup>. There have been numerous reports through BrookOnline, posts on social media, and frequent reports to Town Meeting Members (TMM) from constituents regarding property destruction and concerns about public health.

The increase is attributed, among other factors, to more people congregating in our public parks and open spaces without a sufficient supply of trash containers, along with rats reallocating during the pandemic due to a shift in food sources when restaurants closed. Dumpsters and waste containers that do not close properly are another cause. Town Departments have been unable to keep up with this rapid infestation, and have actually considered removing waste bins in some cases since rats can get into them, compounding the problem. This can lead to additional scattering of garbage and waste, thereby exacerbating the cycle of rat population growth.

This article seeks to address one of the immediate needs (23 bins identified by DPW's Parks and Open Space Division) during the current rat infestation, while allowing time to address the broader need for replacement of nearly 80 waste containers across the Town. By replacing open bins in the most impacted areas over the winter, we can help to reverse the rat population growth and slow the destruction of property and invasive burrows that occurred over the past 2.5 years. The purchase of Big Belly waste containers should free up additional resources to address other needs. Currently, these waste bins are considered the best option for disposal of trash.

Town employees need additional support to prevent burnout and allow for proper containment of the rat population. Consequently, this warrant article seeks to add at least one employee to help with this task.

There are many other steps that are needed such as property owners securing and storing their trash properly and to eliminate rat habitats and DPH enforcing bylaws aggressively, but this is one solution to a multi-prong approach. We recognize that funds are limited and that this warrant article starts with a specific program that can be implemented without hiring many new staff persons. More could and should be done as additional resources are identified.

We discussed this proposal with DPW and Department of Public Health prior to submission to identify the resources they most urgently need to help with controlling and resolving the rat infestation problem. The costs were based on estimates from DPW's Parks

and Open Spaces Division. We are using this warrant article to allow for proper discussion and identification of resources in a timely manner prior to Town Meeting. This is preferable to the alternative of a last-minute budget amendment which might cause confusion based on the current deadline for consideration, which is 10 days prior to convening Town Meeting.

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SELECT BOARD'S RECOMMENDATION

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ADVISORY COMMITTEE'S RECOMMENDATION

**XXX**

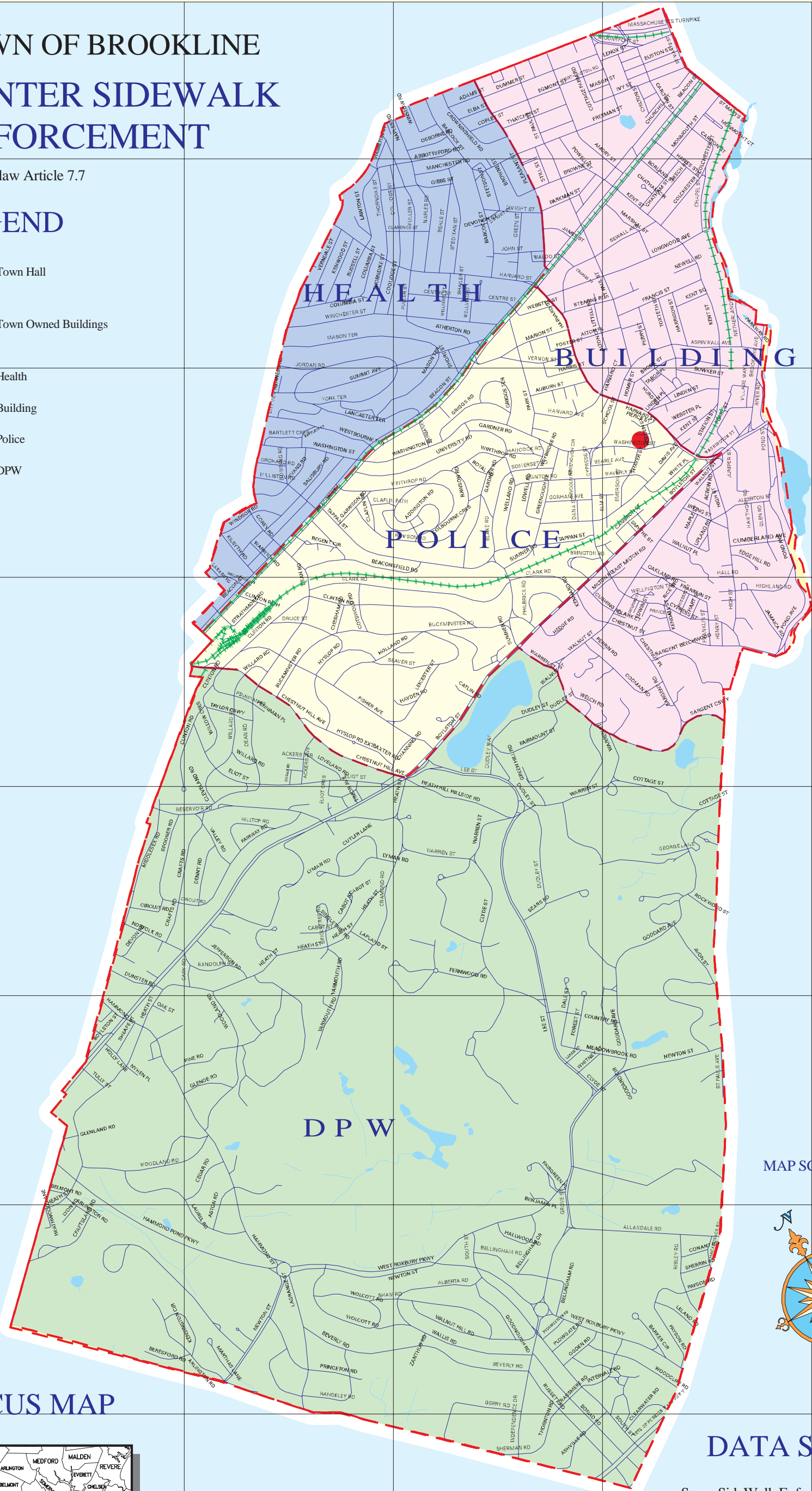
# TOWN OF BROOKLINE

## WINTER SIDEWALK ENFORCEMENT

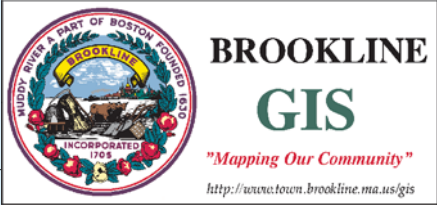
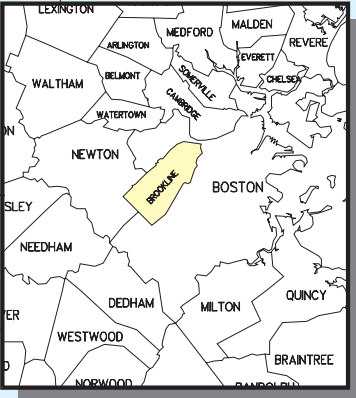
Town Bylaw Article 7.7

### LEGEND

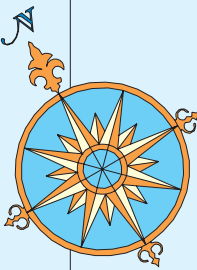
- Town Hall
- Town Owned Buildings
- Health
- Building
- Police
- DPW



### LOCUS MAP



MAP SCALE 1:20000



### DATA SOURCES

Snow SideWalk Enforcement Districts:  
Digitized by Brookline GIS based upon a hard copy map provided by DPW.  
12/14/2001.

Street Centerline: Boston Edison Company.  
Modified and updated by brookline GIS.

Brookline Town Boundary: Boston Edison Company.  
Modified and corrected by Camp Dresser and McKee, Inc..

REVISED EXPLANATION FOR WARRANT ARTICLE 11 AND WARRANT ARTICLE 12  
 Petitioners: Nancy Heller, Dennis De Witt, and Sean Lynn-Jones  
 October 24, 2022

Article 11 and Article 12 are intended to work together to limit the number of buildings that are being demolished in Brookline. Article 11 attempts to slow the pace of demolitions, while Article 12 urges the Department of Planning and Community Development to study and propose measures to reduce the number of demolitions or to mitigate their impact.

This supplemental explanation includes the current petitioners' motions under Article 11 and Article 12. In both cases, the motions differ from what was published in the Warrant for the November Town Meeting. The changes to the Article 11 motion are relatively minor. In the case of Article 12, the petitioners plan to move a resolution instead of the Zoning Bylaw amendment that was included in the original warrant article.

The explanation includes a discussion of why Articles 11 and 12 are necessary and what each would do. One key reason for these warrant articles is that Brookline residents have expressed increasing concern about the demolition of moderately priced one- and two-family houses that are then replaced by a similar number of very expensive condominiums, which often are out of character with the surrounding streetscape.

Finally, Appendix A and Appendix B include data relevant to the impact of recent demolitions in Brookline. The Article 13 petitioners' presentation on that article includes "before" and "after" images that show buildings that have been demolished and what has been built (or is planned to be built) to replace them. Those images are also relevant to Articles 11 and 12.

We hope that this information is useful to the Advisory Committee and Select Board as they review and vote on these Articles.

*The Article 11 motion recommended by the Advisory Committee and moved by the petitioners*

MOVED: That the Town amend the General By-Laws as follows:

By amending Section 5.3.9 of the Demolition Delay By-Law (language to be inserted appears in **bold underlined**, language to be removed from the as-filed version appears in ~~strikethrough~~) Changes between the as-filed and amended version are in red.

#### SECTION 5.3.9 EXTENDED WITHHOLDING OF DEMOLITION PERMIT

The Building Commissioner shall withhold the Demolition Permit for a period of one year, or for a period of eighteen months if the building meets the criteria of Section 5.3.5(b), from the date upon which the final determination was made that a building is a Significant Building except as provided in Section 5.3.11, **provided however that other provisions of this section 5.3.9 notwithstanding, during the first 12 months subsequent to the** ~~date of approval by the~~

~~Attorney General~~ **effective date of this section 5.3.9 as amended in 2022 (the “24 Month Approval Date”), the Building Commissioner shall withhold the Demolition Permit for a period that shall not expire sooner than that date which is 24 months subsequent to said 24 Month Approval Date or ~~that such~~ date that is otherwise provided ~~above,~~ within this section 5.3.9, whichever shall be the later.**

Clean copy of the motion:

#### SECTION 5.3.9 EXTENDED WITHHOLDING OF DEMOLITION PERMIT

The Building Commissioner shall withhold the Demolition Permit for a period of one year, or for a period of eighteen months if the building meets the criteria of Section 5.3.5(b), from the date upon which the final determination was made that a building is a Significant Building except as provided in Section 5.3.11, **provided however that other provisions of this section 5.3.9 notwithstanding, during the first 12 months subsequent to the effective date of this section 5.3.9 as amended in 2022 (the “24 Month Approval Date”), the Building Commissioner shall withhold the Demolition Permit for a period that shall not expire sooner than that date which is 24 months subsequent to said 24 Month Approval Date or such date that is otherwise provided within this section 5.3.9, whichever shall be the later.**

*The Article 12 motion recommended by the Advisory Committee’s Land Use Subcommittee and moved by the petitioners*

The following resolution is the petitioners’ substitute motion that replaces the Article 12 zoning bylaw amendment that originally was published in the November 2022 Town Meeting Warrant.

MOVED: That the Town adopt the following resolution:

A Resolution to urge the Department of Planning and Community Development to study proposals to reduce the number of demolitions in Brookline

WHEREAS, many buildings are being demolished in Brookline; and

WHEREAS, demolitions contribute to carbon emissions and have negative effects on climate change and the environment, leading many experts to say that “the greenest building is the building that already exists”; and

WHEREAS, demolitions often eliminate moderately priced housing and replace it with more expensive units without increasing the overall number of housing units; and

WHEREAS, demolitions eliminate attractive buildings that contribute to the overall look and feel of the streetscape and often replace them with buildings that are out of scale and do not contribute to an attractive and welcoming public realm; and

WHEREAS, demolitions often include removing all the trees on a property; and

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WHEREAS, demolitions often eliminate greenspace or open space; and

WHEREAS, demolitions sometimes destroy buildings with architectural or historical significance; and

WHEREAS, recent state legislation (Section 3A of M.G.L. Chapter 40A) calls for MBTA communities to adopt zoning for “as of right” multifamily development in areas near transit no later than December 31, 2023; and

WHEREAS, Brookline’s Department of Planning and Community Development will develop the Town’s response to Section 3A of M.G.L. Chapter 40A with the goal of submitting recommendations to the November 2023 Town Meeting; and

WHEREAS, any new policies and bylaws to reduce the number of demolitions in Brookline need to be carefully integrated with one another and Town’s response to Section 3A of M.G.L. Chapter 40A; and

WHEREAS, the Town has just begun a comprehensive planning and zoning reform effort to define a community driven vision for our future land-use, and we need to minimize the loss of significant structures in the interim.

NOW THEREFORE BE IT RESOLVED, that Town Meeting urges the Department of Planning and Community Development, to (1) study the trends and location of demolition activity in Brookline; (2) identify the main contributing factors precipitating demolitions; (3) review Section 5.09 paragraph 4 in relation to how these standards could be applied to improve development outcomes in the case of demolitions; (4) prepare changes to the General By-Laws and the Zoning By-Law that are consistent with sound land use planning goals and that would reduce the number of buildings that are demolished in Brookline, and (5) submit relevant warrant articles for consideration at a future Town Meeting.

BE IT FURTHER RESOLVED that Town Meeting urges the Department of Planning and Community Development to consider measures to reduce the number of demolitions in Brookline, such as:

- Reducing the allowable floor area ratio (FAR) in certain zoning districts where the allowable FAR significantly exceeds the FAR of current structures.
- Developing neighborhood-sympathetic form-based zoning.
- Allowing a greater number of housing units—including affordable units—than the underlying zoning allows, if the principal structure is preserved, perhaps through a preservation restriction.
- Allowing the creation of Neighborhood Conservation Districts and a related design review board under M.G.L. Chapter 40A (Zoning) to replace the Town’s disallowed

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Home Rule based Neighborhood Conservation District bylaw.

- Extending the current 12 month and 18 month demolition delays respectively to 18 and 24 months.
- Requiring demolition applicants to make a documented good faith effort to sell the property to someone who will use or repurpose it without demolition, as required in some locations in the state.
- Extending the special permit for demolition required in Section 5.09 2a of the Zoning By-Law to certain other parts of Brookline. (According to that section, all properties on or within 100 feet of Washington, Harvard, Beacon, and Boylston Streets, and Brookline Avenue or any structure or outdoor use on a lot any part of which is located in the G-1.75 (CC) or L-0.5 (CL) Districts requires a special permit and design review for demolition and subsequent construction.)
- Extending the design review/special permit requirement that applies to any substantially complete demolition of a principal structure in the Coolidge Comer Design Overlay District to certain other parts of Brookline.

### *Summary of Articles 11 and 12*

Article 11 would temporarily amend the Demolition Delay Bylaw (Article 5.3 of the General By-Laws) to increase the length of a demolition delay to up to 24 months for buildings found by the Preservation Commission to be historically or architecturally significant. Under the current bylaw, a demolition delay lasts for 12 months for most buildings found to be significant and 18 months for buildings that are on or are eligible for the National or State Registers of historic places. While a demolition delay is in effect, the building commissioner may not grant a demolition permit. During the delay, the developer and the Preservation Commission have an opportunity to negotiate conditions—including preservation of the structure—under which the demolition stay could be lifted.

Article 11 would extend the 12- and 18-month demolition delays to a maximum of 24 months. The maximum demolition delay would be 24 months immediately after the effective date of the by-law amendment. Subsequently over the next 12 months after the effective date, the maximum demolition delay gradually would be reduced in length from 24 months, until the delay is the same as it is in the current bylaw. For example, on the effective date of the Article 11 bylaw amendment, a structure found to be significant would have a demolition delay of 24 months. Two months after the effective date, an applicant who applied to demolish a significant building would have a 22-month demolition delay, etc. until the delay under the current by-law is equal to or longer than that under the temporary 24-month delay provided for by Article 11. See below for additional examples.

Article 12 would ask Brookline's Department of Planning and Community Development to study options for reducing the incentives to demolish buildings and increase the incentives to preserve

buildings. Although Brookline may eventually address these issues in its Comprehensive Plan, many buildings are being demolished now and the Comprehensive Plan is not likely to be ready for several years. The Planning Department will be looking at some zoning issues between now and the November 2023 Town Meeting as it responds to the requirements of Section 3A of M.G.L. Chapter 40A, which mandates that MBTA communities allow for “as of right” multi-family development near public transit stations. The petitioners of Article 12 hope that at the very least Article 12 will serve as guidance to the Planning Department to ensure that the Town’s response to Section 3A minimizes the number of demolitions.

### *The Rationale for Articles 11 and 12: Why we should try to prevent demolitions*

Brookline is experiencing an epidemic of demolitions in which moderately priced one- and two-family houses are being torn down. The ongoing demolitions threaten the character of our neighborhoods by typically replacing moderately priced buildings with multi-million dollar luxury condominiums. Each condominium is often comparable in price to the entire demolished building. It is a form of “McMansionization by condo-box” that, at the same time, degrades neighborhoods, streetscapes, and the sense of community.

These are some of the reasons for trying to prevent demolition of existing structures:

- Demolitions often eliminate moderately priced housing and replace it with much more expensive luxury residences.
- Demolishing existing buildings and erecting new ones harms the climate and the environment. Demolition and construction are highly carbon-intensive activities that generate greenhouse gases. One of the biggest problems is embodied carbon—the carbon expended in the extraction, production, and transportation of materials and the fabrication and demolition of structures. The National Trust for Historic Preservation estimates that it takes 10 to 80 years for a new green building to recover the environmental cost of demolishing an existing one. The greenest building can and should be the one that already exists. Sustainability means preserving and reusing existing buildings.
- Regardless of any architectural or historic importance, demolitions typically destroy buildings of neighborhood significance that contribute to the overall look, feel, and comfort of a coherent streetscape.
- Within the current regulatory (zoning) context, randomly inserted, often “by right” replacements detract from a welcoming public realm — not least because they are raised above blank, street facing, garage doors — showing complete indifference, if not seeming hostility, to neighborhood character.
- As a matter of the developer’s convenience, demolitions often include removing all the trees on a property.
- Because the current demolition delay bylaw provides for demolition stays of 12 months

(in most cases) or 18 months (if the property is in a National Register District), it often fails to protect buildings from developers intent on maximizing profits, who would in any case spend much of that time in the permitting process. Developers wait out the delay, the building is demolished, and the replacement is often designed in a regulatory framework not structured to meaningfully respond to community needs and values.

- The new buildings constructed after demolition (most often with the same number of units) are built to the maximum FAR, with garages, elevators, etc., and tend to maximize footprints, increase paved area, maximize skyplane obstruction, destroy trees, and eliminate open space and greenspace that is part of the community's sense of shared streetscape.
- Too often demolition replaces buildings whose components, such as porches, bays, and dormers, create a friendly, welcoming streetscape, with flat-walled, code-driven boxes presenting street level garage doors and skyplanes (rooflines) lacking any articulation.

### *How significant is the problem of demolition of existing buildings in Brookline?*

As the table in Appendix A shows, the number of demolition applications in Brookline has been slowly but steadily increasing over time. There are annual fluctuations that may reflect changes in the economy and housing markets, but the upward trend is clear.

- About 70% of demolition applications are for full demolition.
- About 46% of full demolition applications are determined to be significant.
- In the 7 years from 2005–2011, the average number of full demolition applications per year was 27.
- In the 10 years from 2012–2021, the average number of full demolition applications per year was 39.
- Compared to 2005–2011, during 2012–2021 there has been a 44% increase in full demolition applications per year.
- Compared to 2005–2011, during 2012–2021 there has been a 113% increase in applications to demolish properties deemed “significant” per year.

### Cumulative Impact

Although the number of demolition applications and demolitions in any given year may seem relatively small, even if that number is increasing over time, the cumulative impact of the annual demolitions is significant. Over the course of 20–30 years, hundreds of buildings may be demolished. Demolition is permanent, so it has an enduring impact on Brookline's neighborhoods.

### Loss of Moderately Priced Housing

As Appendix B shows, the recent pattern has been for demolitions to eliminate moderately priced one- and two-family houses, particularly but not only in North Brookline. Approximately

two-thirds of the residential buildings currently subject to a demolition stay or for which a demolition stay has recently expired are in this category.

### Public Support for Preservation of Existing Buildings

Many Brookline residents have expressed concern about the demolition of existing buildings. Town Meeting members say that residents often ask them what can be done to stop a building from being torn down. Director of Planning and Community Development Kara Brewton has reported that there is a lot of public frustration about demolitions.

When a survey conducted in the course of preparing the 2022 Housing Production Plan (HPP) asked what Brookline’s priority housing initiatives should be, “Encourage Preservation of Existing Homes” was listed more than any other response.

This public concern about demolitions is increasing. A similar survey had been conducted in 2016 in the process of preparing the HPP. According to the report of the 2022 HPP survey, “The most notable change is the increased support for ‘encourage the preservation of existing homes’ between 2016 and 2022.”

### *What would Article 11 do and how would it affect demolitions?*

Article 11 would amend the Demolition Delay Bylaw (Article 5.3 of the General By-Laws) to increase the length of a demolition delay to 24 months for buildings found by the Preservation Commission to be historically or architecturally significant. Under the current bylaw, a demolition delay lasts for 12 months for most buildings found to be significant and 18 months for buildings that are on or are eligible for the National or State Registers of historic places.

The primary effect of Article 11 would be to delay demolitions while the temporary extension of the demolition delay periods remained in effect. The purpose of the article is to temporarily extend, during a 24-month period, the 12- or 18-month demolition delays imposed by the Preservation Commission so that the Town has some “breathing room” in which to consider ways of reducing the number of residential building demolitions.

Article 11 could, however, limit the number of demolitions or produce better development outcomes while it was in effect. There are several ways in which this might occur.

First, a developer who was eager to demolish a building and erect a new structure might be more motivated to negotiate some form of mitigation or preservation with the Preservation Commission in return for having the demolition stay lifted before it expired. Such a developer might choose to “wait out” a 12-month demolition stay, but, when faced with the prospect of a 24-month delay, might be willing to explore development options that would preserve some or all of the existing structure. Such options might include moving the structure or preserving the most important façade(s).

Second, the longer demolition stays would give neighborhood residents more time to work with the Preservation Commission to develop a local historic district (LHD) proposal. The LHD

process can be time-consuming. Although six of the nine existing Brookline LHDs were established while a demolition stay was in effect for at least one building in the proposed LHD, a 12-month stay does not always allow enough time for residents to consider the LHD option and for Town Meeting to vote on the proposed LHD. Establishing an LHD that included the structure subject to a demolition delay would protect that structure from being demolished.

Third, even if neighborhood residents decided not to try to establish an LHD, the possibility that they might be able to do so during the longer demolition delay might give the Preservation Commission more leverage in any negotiations with a developer.

Finally, a longer demolition stay would provide more time for the developer and the Preservation Commission to explore all possible options for preserving a structure that is threatened with demolition. Having more time might make it possible to reach an agreement on the conditions for lifting the stay.

Demolition stays do not always prevent demolition of a building, but they can do so. The Coolidge Corner Theatre is a notable example. Its preservation was assured while a demolition delay was in effect.

Although it is intended as a temporary extension of Brookline's demolition delays, Article 11 also could serve as a "pilot program" for gathering information on whether the longer demolition delay period helped to limit the number of demolitions or improve any arrangements agreed upon by the Preservation Commission and developers.

### *How would Article 11 change the existing demolition delay periods?*

Because Article 11 is an amendment to the General Bylaw, it would go into effect when it is approved by the Attorney General's office. After recent Town Meetings, the approval process has usually taken several months.

Assume that the effective date of the bylaw amendment in Article 11 will March 1, 2023. Then, because all demolition delays are at least 12 months and Article 11 would extend those to 24 months, no building whose demolition delay began between March 1, 2023 and February 29, 2024 would be demolished before February 28, 2025, unless the Preservation Commission lifted its stay. (Article 11 cannot be made retroactive, so it would not affect demolition delays already in process.)

Article 11 would extend the duration of 18-month demolition delays that were imposed with a starting date between March 1, 2023 and July 31, 2023. Any 18-month delay beginning after July 31, 2023 would not be affected, as its normal delay would extend past February 28, 2025.

Article 11 would extend the duration of any 12 month delays that were imposed with a starting date between March 1, 2023 and February 29, 2024. Any 12-month delay beginning after February 29, 2024 would not be affected, as its normal delay would extend past February 28, 2025.

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Here are some examples of how long a demolition stay would be if Article 11 is approved. These examples all assume that Article 11 would go into effect on March 1, 2023, and remain in effect for two years, i.e., until February, 28, 2025.

- The Preservation Commission imposes a 12-month delay that begins on July 1, 2023 and that would end on June 30, 2024. Under Article 11, that stay would be extended to 20 months and would end on February 28, 2025.
- The Preservation Commission imposes an 18-month delay that begins on July 1, 2023 and that would end on December 31, 2024. Under Article 11, that stay would be extended to 20 months and would end on February 28, 2025.
- The Preservation Commission imposes a 12-month delay that begins on October 1, 2023 and that would end on September 30, 2024. Under Article 11, that stay would be extended to 17 months and would end on February 28, 2025.
- The Preservation Commission imposes an 18-month delay that begins on October 1, 2023 and that would end on March 31, 2025. Under Article 11, that stay would remain 18 months and would still end on March 31, 2025.
- The Preservation Commission imposes a 12-month delay that begins on May 1, 2024 and that would end on April 30, 2025. Under Article 11, that stay would remain 18 months and would still end on April 30, 2025.

### *What is the relationship between Article 11 and Article 12?*

Article 11 and Article 12 are intended to work together to slow the pace of demolitions to allow time for bylaw amendments that would encourage preservation of existing buildings and reduce the incentives to tear them down. Article 11 amends the existing demolition delay bylaw, which is part of the General Bylaws. It would enable the Preservation Commission to grant demolition stays that are six months longer than the current 12 and 18-month stays. Article 11 only applies to buildings that are determined to be architecturally or historically significant. In recent years, the Town's Preservation Commission staff has determined that about 50% of buildings that the owner wants to demolish are significant.

Because it does not apply to all demolitions, Article 11 is an imperfect tool for slowing the pace of demolitions. It is, however, a useful tool that takes into account what is legally possible based on advice from Town Counsel's office and the experience of other communities in Massachusetts. At least one other Massachusetts community (Milton) has a demolition delay bylaw that provides for demolition stays of 24 months.

The petitioners of Article 12 initially intended to propose a Zoning Bylaw amendment that would impose a temporary moratorium on demolition of residential buildings. While the moratorium

was in effect, the Department of Planning and Community Development would study options for preserving existing building and reducing the incentives for demolition.

After extensive consultations with the office of Town Counsel, however, the petitioners have concluded that there is a risk that such a bylaw amendment would be rejected by the office of the Massachusetts Attorney General. The moratorium also might be vulnerable to legal challenges.

The petitioners' revised motion under Article 12 is a resolution that calls on the Department of Planning and Community Development to develop recommendations for limiting the number of demolitions in Brookline so that a future Town Meeting could amend the bylaws to increase incentives for preservation and reduce incentives for demolition.

Article 11 and Article 12 complement one another. Article 11's purpose is to "pause" demolitions. Article 12's purpose is to ask Brookline's Department of Planning and Community Development to offer a plan for limiting future demolitions and to consider ways to mitigate the impact of demolitions that occur.

### *Article 12: Potential long-term measures to prevent demolitions*

Article 12 is a resolution that urges the Department of Planning and Community to study ways to reduce the number of demolitions in Brookline or to mitigate their impact. While Article 11's temporary extended demolition delay of up to 24 months is in effect, the Department of Planning and Community Development and/or the Preservation Commission should start to consider revisions to the General By-Laws and Zoning By-Law that could be adopted by Town Meeting. Such revisions could include:

- Reducing the allowable floor area ratio (FAR) in certain zoning districts where the allowable FAR significantly exceeds the FAR of current structures.
- Developing neighborhood-sympathetic form-based zoning.
- Allowing a greater number of housing units—including affordable units—than the underlying zoning allows, if the principal structure is preserved, perhaps through a preservation restriction.
- Allowing the creation of Neighborhood Conservation Districts and a related design review board under M.G.L. Chapter 40A (Zoning) to replace the Town's disallowed Home Rule based Neighborhood Conservation District bylaw.
- Extending the current 12 month and 18 month demolition delays respectively to 18 and 24 months.
- Requiring demolition applicants to make a documented good faith effort to sell the property to someone who will use or repurpose it without demolition, as required in some locations in the state.

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- Extending the special permit for demolition required in Section 5.09 2a of the Zoning By-Law to certain other parts of Brookline. (According to that section, all properties on or within 100 feet of Washington, Harvard, Beacon, and Boylston Streets, and Brookline Avenue or any structure or outdoor use on a lot any part of which is located in the G-1.75 (CC) or L-0.5 (CL) Districts requires a special permit and design review for demolition and subsequent construction.)
- Extending the design review/special permit requirement that applies to any substantially complete demolition of a principal structure in the Coolidge Comer Design Overlay District to certain other parts of Brookline. (Warrant Article 13 of the November 2022 Town Meeting addresses this issue.)

This list is not exhaustive. Additional ideas could emerge from the Planning Department's analysis or other sources. Improvements to Brookline's Accessory Dwelling Unit (ADU) bylaw also could increase the incentives for preserving existing buildings while using part of the structures for moderately priced rental housing. The current bylaw has not produced many new ADUs. An alternative might be to offer to reduce property taxes for homeowners who rent ADUs at below-market rates. The City of Salem has such a program, and also offers grants for ADU renovations.

Recent state legislation (Section 3A of M.G.L. Chapter 40A) calls for MBTA communities to adopt zoning for "as of right" multifamily development in areas near transit. Between now and December 31, 2023, the Department of Planning and Community Development will develop the Town's response to Section 3A of M.G.L. Chapter 40A with the goal of submitting recommendations to the November 2023 Town Meeting. Any new policies and bylaws to reduce the number of demolitions in Brookline need to be carefully integrated with one another and Town's response to Section 3A of M.G.L. Chapter 40A. It will be particularly important to respond to Section 3A in a way that does not produce increased incentives for the demolition of Brookline's existing buildings.

# 13.A.

## DATA RELEVANT TO WARRANT ARTICLES 11 AND 12

### Appendix A:

#### Brookline Demolition Applications by Category, 2005–2021

Year	Total Cases	Full Demolition	Initially Significant	Non-sig	Sig Full
2005	34	32	9	25	9
2006	29	25	3	26	3
2007	25	22	7	18	7
2008	38	27	12	26	11
2009	31	25	7	24	7
2010	30	25	12	18	11
2011	45	30	24	21	18
2012	42	37	18	24	15
2013	37	28	17	20	15
2014	41	36	31	10	26
2015	53	41	30	23	20
2016	63	51	24	39	19
2017	59	33	35	24	22
2018	65	36	41	24	19
2019	71	33	48	23	22
2020	68	40	32	36	20
2021	84	57	50	34	23
Total	815	578	400	415	267

*Source: Preservation Commission Records*

### Appendix B:

#### Properties Subject to a Demolition Stay or for which a Stay Expired in 2022

These twenty-one properties are residences for which a demolition stay is in effect or for which a demolition stay has expired in the past six months. Note that 40 Kent Street has been converted from residential use to the Elks lodge, 92 Sewall Avenue has been converted for use as an inn, and 178 Mason Terrace has been used as a childcare center.

These properties provide an indication of the type of property currently slated for demolition that also would be subject to the provisions of Article 11. A longer list of recent and pending demolitions would include properties not deemed to be significant by the Preservation staff.

Seven of the twenty properties are two-family houses with an average assessed value of \$1,626,557, ranging from \$842,200 to \$2,219,300.

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One is a two-unit condominium with units assessed at \$1,232,900 and \$1,568,300.

Five of the properties are moderately-priced (by Brookline standards) single-family houses with an average assessed value of \$1,941,860, ranging from \$1,562,900 to \$2,198,100. One of those houses has three units. One has two units.

Five of the properties are higher-priced single-family houses an average assessed value of \$2,754,560 ranging from \$2,528,600 to \$2,907,900.

Three are properties not currently used as residences.

If the three nonresidential properties are excluded, approximately 67% (12/18) of the residences slated for demolition are moderately-priced one- and two-family residences.

Note that the average FY2022 assessed value of a single-family residence in Brookline is \$2,262,816 and two- and three-family residences have an average value of \$2,030,278. Source: Brookline Board of Assessors, Presentation at Tax Classification Hearing, November 30, 2021.  
[https://www.brooklinema.gov/DocumentCenter/View/28076/FY2022\\_Classification\\_Hearing\\_Presentation?bdlid=](https://www.brooklinema.gov/DocumentCenter/View/28076/FY2022_Classification_Hearing_Presentation?bdlid=)

202 Mason Terrance. Stay expires 9/13/23. Single-family but has two units.  
Assessment: \$1,899,400  
Preservation Report: [Mason-Ter 202 Demo-Report \(brooklinema.gov\)](#)

15-17 Glenland Road. Stay expires 9/13/23. Two-family. Assessment: \$842,400  
Preservation Report: [Glenland-Rd 15 Demo-Report \(brooklinema.gov\)](#)

269 Lee Street. Stay expires 5/23/23. Single family. Assessment: \$2,749,400  
Preservation Report: [Lee-St 269 Lift-Report \(brooklinema.gov\)](#)

38 Stedman Street. Stay expires 5/10/23. Single-family. Assessment: \$2,049,500  
Preservation Report: [Stedman-St 38 Demo-Report \(brooklinema.gov\)](#)

61 Heath Street. Stay expires 10/26/23. Single-family. Assessment: \$2,833,900  
Preservation Report: [61-Heath-Street-Demo-Report \(brooklinema.gov\)](#)

123 Fuller Street. Stay expires 4/12/23. Single-family. Assessment: \$1,562,900  
Preservation Report: [Fuller-St 123 DemoReport \(brooklinema.gov\)](#)

123 Lee Street. Stay expires 1/11/23. Single-family. Assessment: \$2,528,600  
Preservation Report: [Lee-St 125-Demo-Report \(brooklinema.gov\)](#)

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153 St. Paul Street. Stay expires 1/11/23. Two-family. Assessment: \$1,682,000

Preservation Report: [St-Paul-St 153 Demo-Report January-2022 \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28625/St-Paul-St-153-Demo-Report-January-2022)

116 Columbia Street. Stay expires 12/14/22. Two-family. Assessment: \$1,839,900

Preservation Report: [https://www.brooklinema.gov/DocumentCenter/View/28625/Columbia-Street 116 Demo-Report-Final?bidId=](https://www.brooklinema.gov/DocumentCenter/View/28625/Columbia-Street-116-Demo-Report-Final?bidId=)

71 Greenough Street. Stay expires 11/22/22. Single-family. Assessment: \$1,999,400

Preservation Report:

[https://www.brooklinema.gov/DocumentCenter/View/28623/Greenough 71 Demo-Report November 2021?bidId=](https://www.brooklinema.gov/DocumentCenter/View/28623/Greenough-71-Demo-Report-November-2021?bidId=)

12 and 12A Griggs Terrace. Stay expires 5/9/23. Two-family. Assessment: \$2,219,300

Preservation Report: [Griggs-Rd 12 DemoReport November-2021 \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Griggs-Rd-12-Demo-Report-November-2021)

85 Naples Road. Stay expires 11/9/22. Two-family. Assessment: \$2,134,500

Preservation Report: [Naples-Rd 85 demoreport \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Naples-Rd-85-Demo-Report-November-2021)

77 Thorndike Street. Stay expires 10/27/22. Two-family. Assessment: \$1,727,500

Preservation Report: [77-Thorndike-Street-Demo-Report \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Thorndike-Street-Demo-Report)

135 St. Paul Street. Stay expired 10/12/22. Two-unit condominium.

Assessments: \$1,232,900 & \$1,568,300.

Preservation Report: [St-Paul-St 135 Demo-Report October-2021 \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/St-Paul-St-135-Demo-Report-October-2021)

92 Sewall Avenue. Stay expired 9/29/22. Single-family converted to lodging house/inn.

Assessment: \$3,198,400

Preservation Report: [Sewall-Ave 92 DemoReport September-2021 \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Sewall-Ave-92-Demo-Report-September-2021)

41 Codman Road. Stay expired 7/21/22. Single-family. Assessment: \$2,907,900

Preservation Report: [https://www.brooklinema.gov/DocumentCenter/View/25077/Codman-Rd 41 Demoreport?bidId=](https://www.brooklinema.gov/DocumentCenter/View/25077/Codman-Rd-41-Demo-Report)

40 Kent Street. Stay expired: 6/8/22. Single-family converted to Elks clubhouse.

Assessment: \$2,329,600

Preservation Report: [Kent-St 40 Demo-Report June-2021 \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Kent-St-40-Demo-Report-June-2021)

24 Auburn Street. Stay expired 6/8/22. Single-family; 3 units. Assessment: \$2,198,100

Preservation Report: [AuburnSt 24 Demoreport \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Auburn-St-24-Demo-Report)

314 Clark Road. Stay expired 5/11/22. Single-family. Assessment: \$2,753,000

Preservation Report: [Clark-Rd 314 demoreport \(brooklinema.gov\)](https://www.brooklinema.gov/DocumentCenter/View/28623/Clark-Rd-314-Demo-Report)

98 Chestnut Street. Stay expired 4/13/22. Two-family. Assessment: \$940,300

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Preservation Report: [ChestnutSt 98-Report April-2021 \(brooklinema.gov\)](#)

178 Mason Terrace. Stay expired 4/13/22. Childcare center. Assessment: \$1.792,000

Preservation Report: [Mason-Ter 178 Demo-Report April-2021 \(brooklinema.gov\)](#)

*Sources:*

<https://buildings.aboutbrookline.com/endangered>

<https://www.brooklinema.gov/2068/25995/Full-Demolition-Delays-List>

# 13.A.

Petitioners: Wendy MacMillan, Kimberley Richardson, Deborah Brown

Leads are the following Brookline students; for scheduling hearings please contact:

Tal Canetti ([23canetti@brooklinek12.org](mailto:23canetti@brooklinek12.org))

Atlas Noubir ([23noubira@brooklinek12.org](mailto:23noubira@brooklinek12.org))

Alice MacGarvie Thompson ([23macgarviethompsona@brooklinek12.org](mailto:23macgarviethompsona@brooklinek12.org))

## Warrant Article: **RESOLUTION REGARDING AN AFFORDABLE HOUSING OVERLAY DISTRICT (AHOD) STUDY COMMITTEE**

To see if the Town will adopt the following resolution:

WHEREAS the shortage of affordable housing in Brookline harms very-low, low, moderate, middle, and upper-middle income residents, especially renters;

WHEREAS Brookline residents participating in the 2021 Housing Production Plan community engagement sessions consistently expressed issues with housing instability and a need for more affordable housing;

WHEREAS Brookline's affordable housing stock is only 2,125 units according to the Brookline Department of Planning & Community Development's June 2022 Affordable Housing Inventory spreadsheet. There are 670 units of subsidized housing owned or controlled by non-profits other than the Brookline Housing Authority, most of which are for seniors.

WHEREAS Brookline Housing Authority (BHA) has 923 units, 458 are senior/disability, 31 special needs and 434 unrestricted;

WHEREAS Brookline has 380 subsidized rental units owned by private investors; of that 153 are senior and disabled units and 227 general units;

WHEREAS Brookline has 152 subsidized owner-occupied units;

WHEREAS exclusionary zoning disproportionately harms buyers and renters of color<sup>1</sup>;

WHEREAS the price of homes for sale in Brookline, like those in the rest of the Boston area, have doubled over the past ten years<sup>2</sup>;

WHEREAS Brookline has an additional 304 net new units of additional subsidized units approved but not ready for occupancy, units permitted and not constructed<sup>3</sup>;

<sup>1</sup><https://www.whitehouse.gov/cea/written-materials/2021/06/17/exclusionary-zoning-its-effect-on-racial-discrimination-in-the-housing-market/>

<sup>2</sup> <https://www.zillow.com/brookline-ma/home-values/>

<sup>3</sup> 40B Projects Currently Underway spreadsheet, September 1, 2022, Department of Planning & Community Development

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WHEREAS because Brookline reached its Chapter 40B safe harbor threshold (10%) in 2022, this eliminates an incentive to build affordable housing under 40B<sup>4</sup>;

WHEREAS meeting Chapter 40B affordability and unit creation standards will not address Brookline's housing needs;

WHEREAS there are significant areas in Brookline where the Zoning Bylaw Dimensional Requirements unnecessarily limit housing production and further exacerbate Brookline's housing shortage;

WHEREAS there is a lack of incentives in Brookline's Zoning Bylaw for developments to include all income-restricted affordable housing units;

WHEREAS Affordable Housing Overlay Districts (AHODs) have proven to increase affordable housing. Cambridge, Somerville and North Reading are Greater Boston communities that have passed AHOD bylaws and regulations;

WHEREAS establishing an AHOD will promote the public good by supporting the development of housing that is affordable to households earning at or below 120% of the area median income.

WHEREAS numerous communities have found that incremental increases in density, limited increases in height, and relaxation of certain other zoning limitations for residential developments in which all units are made permanently affordable to households earning at or below 120% of the area median income is achievable without stressing municipal infrastructure;

WHEREAS communities have seen significant benefits when AHOD Projects are permitted as-of-right, subject to non-binding advisory design consultation procedures that follow all design objectives;

WHEREAS AHODs will promote affordable housing objectives, promote greater socioeconomic diversity, and ensure a more equitable distribution of affordable housing town-wide;

WHEREAS Brookline has passed the Community Preservation Act and continues to seek passage of the real estate transfer fee which, along with Brookline's Affordable Housing Trust, can provide subsidy funds to promote AHOD development;

WHEREAS Brookline, a MBTA community, is required to have zoning that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right;<sup>5</sup>

<sup>4</sup><https://www.wickedlocal.com/story/brookline-tab/2020/07/08/brookline-meets-40b-threshold-but-affordabl-e-housing-talks-not-over-yet/114692922/>

<sup>5</sup> <https://www.mass.gov/info-details/multi-family-zoning-requirement-for-mbta-communities>

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WHEREAS according to the Intergovernmental Panel on Climate Change (IPCC) “Established cities will achieve the largest greenhouse gas emissions savings by replacing, repurposing, or retrofitting the building stock, targeted infilling and densifying”<sup>6</sup>; in other words, AHODs would likely result in a healthier environment;

WHEREAS having denser and smaller housing units around shops, public transportation, and job hubs near Boston (as opposed to housing in suburbs further from workplaces) is more environmentally efficient<sup>7</sup>;

WHEREAS creating significant additional affordable housing, with varying tiers of affordability, will provide housing opportunities for current and future Brookline residents, including people who live in BHA properties;

WHEREAS housing density may also increase economic development and thus Brookline’s goals for its commercial tax base<sup>8</sup>;

THEREFORE BE IT RESOLVED that, in order to alleviate the dramatic shortage of affordable homes in Brookline, and to provide a meaningful incentive for the construction of mixed-income affordable housing developments in Brookline, the Housing Advisory Board is urged to create and charge an Affordable Housing Overlay District Study Subcommittee for Brookline. The committee shall be composed of no more than eight residents that reflect the economic and racial diversity found in Brookline, with at least two members who live or have lived in public or affordable housing, at least one member with zoning experience, at least one member who serves on the Housing Advisory Board, and at least two members with expertise in affordable housing development. The subcommittee should issue a report as soon as is practicable that recommends actions to create more affordable housing in Brookline focusing on possible adoption of an AHOD. Desirable characteristics of such an AHOD include:

1. All housing units in an eligible housing development must include permanent affordability deed restrictions which include both rental and home price limits and gross household income limits. Housing units will be for households meeting gross household income limits which are annually published by the U.S. Department of Housing and Urban Development, and will be certified upon initial occupancy and recertified annually. Restrictions must ensure that all units will serve residents at one or more of the following income tiers:
  - a. Very low-income households earning up to 30% of area median income (AMI);
  - b. Low-income households earning up to 60% of AMI;
  - c. Moderate-income households earning up to 80% of AMI; and

<sup>6</sup>[https://www.ipcc.ch/site/assets/uploads/2022/04/P56\\_Doc\\_4\\_Changes\\_to\\_the\\_Underlying\\_Scientific-Tech\\_Assessment.pdf](https://www.ipcc.ch/site/assets/uploads/2022/04/P56_Doc_4_Changes_to_the_Underlying_Scientific-Tech_Assessment.pdf)

<sup>7</sup> <https://www.housingconsortium.org/2020/11/19/pro-environment-pro-density/>

<sup>8</sup> The Power of Density By Richard Florida, The Atlantic, SEPTEMBER 8, 2010

Organizations like the World Bank also see the financial, social and environmental benefits of density. See: High-Density Cities Hold the Key to Transforming Economic Geography, January 26, 2017

## 13.A.

- d. Middle-income households earning up to 120% of AMI.
2. AHOD provisions shall include appropriate zoning relief to achieve the goal of financially feasible development and a maximum number of affordable homes. Relief may include but is not limited to: building height; number of stories; floor area ratio; parking; and setbacks.
3. AHOD provisions may apply to mixed-use buildings.

Or act on anything relative thereto.

### EXPLANATION:

Currently in Brookline, there is a shortage of housing opportunities for low and moderate income households. Housing prices and the housing shortage impact our families, classmates, friends, and neighbors. The purpose of this resolution is to create opportunities for low to moderate income people to afford to live in Brookline by proposing an Affordable Housing Overlay District (AHOD) as a solution. An Affordable Housing Overlay District, as implemented in several communities around the country such as Cambridge, would create exceptions to certain zoning restrictions in order to encourage developers to build affordable housing, and allow them to do so more densely. Buildings that would qualify for the AHOD would be 100% affordable at different tiers of income, including housing for very low-income residents. The creation of denser, more affordable housing around hubs of public transportation, shops, and workplaces reduces the need for personal vehicles that emit CO<sub>2</sub>. An AHOD would make building affordable housing financially feasible for developers and address the urgent housing and climate crises simultaneously.

## ARTICLE 13

VOTED: That the Town (1) amend the Zoning By-law Article 5.09, Design Review, by adding a new Section 5.09, paragraph 2, subparagraph o., and (2) amend the Zoning By-law, Article 4.01, Permitted Uses, by adding a new Section 4.01, paragraph 3, subparagraph d., both as follows (language to be inserted appears in **bold underlined**):

1. Zoning By-law, § 5.09 Design Review, 2. Scope

**o. Any principal structure for which an application for a full demolition has resulted in a stay of demolition imposed by the Preservation Commission in accordance with the Town's bylaws without the Preservation Commission having advised the Building Commissioner in writing that the Commission: (i) has found that there is no reasonable likelihood that the building can be preserved, restored, rehabilitated or moved, and (ii) is satisfied with the use, design and improvement of the property following demolition, as stipulated by the Commission; provided, however, that this subparagraph o. shall not apply to principal structures in the S-40 and S-25 Districts, nor to any such structure otherwise subject to design review under this Section 5.09.**

2. Zoning By-law, § 4.01, Permitted Uses, 3.

**d. The use necessitates design review that is subject to § 5.09.2.o.**

## ARTICLE 13

VOTED: That the Town (1) amend the Zoning By-law Article 5.09, Design Review, by adding a new Section 5.09~~(, paragraph 2)(, subparagraph o),,~~ and (2) amend the Zoning By-law, Article 4.01, Permitted Uses, by adding a new Section 4.01~~(, paragraph 3)(, subparagraph d),,~~ both as follows (language to be inserted appears in **bold underlined**):

1. Zoning By-law, § 5.09 Design Review, ~~Section-2.~~ Scope

**(o). Any principal structure for which an application for a full demolition has resulted in a stay of demolition imposed by the Preservation Commission in accordance with the Town's bylaws without the Preservation Commission having advised the Building Commissioner in writing that the Commission: (i) has found that there is no reasonable likelihood that the building can be preserved, restored, rehabilitated or moved, and (ii) is satisfied with the use, design and improvement of the property following demolition, as stipulated by the Commission; provided, however, that this subparagraph o. shall not apply to principal structures in the S-40 and S-25 Districts, nor to any such structure otherwise subject to design review under this Section 5.09.**

2. Zoning By-law, § 4.01, Permitted Uses, ~~Section-3.~~

**(d). The use necessitates design review that is subject to § 5.09(2)(o).**

## PETITIONERS' WARRANT ARTICLE EXPLANATION

### INTRODUCTION

This Warrant Article is designed to set up a reasonable and workable complaint process that (1) provides a forum to informally resolve relatively minor complaints, (2) provides a means to assist complainants to take more serious complaints to the appropriate civil rights or law enforcement setting if they cannot be resolved by the Director, and (3) recognizes that the Diversity Office and the Commission also have the general responsibility for assisting people to live harmoniously in our community so that relations among residents do not deteriorate and escalate minor inter-personal stressors into serious discriminatory incidents. The Warrant Article also makes some slight improvements to other parts of the bylaw, such as adding equity to the mandate of the Commission in addition to “diversity, inclusion, and community relations.”

The proposed changes in this Warrant Article are primarily focused on the complaint process. The failure of Warrant Articles 12 and 13 by the May 2022 Annual Town Meeting did not obviate the need for a reasonable and workable process for persons to file complaints regarding discrimination. This Warrant Article is being submitted to meet that need.

### CURRENT COMPLAINT PROCESSES

Currently complaints by residents can be filed (1) with the Diversity Office on the office’s Brookline Discrimination Report Form on the Town’s website, (2) with the Police Department’s Civilian Complaint form on their webpage and the Civilian Feedback form also on the Police Department’s webpage or (3) with the Human Resources Department’s under the “Town Policy Against Discrimination, Sexual Harassment, and Retaliation.” In addition, the Human Resources Department, on its own, can take up and handle a case of alleged misconduct by a Town employee.

Despite the multiple complaint procedures that we have in Brookline, the Petitioners believe that there are a group of minor complaints that are not adequately covered by the current complaint procedures. A priority for the Town is allegations of discrimination towards a “protected group” member. But there are also a wide variety of disputes between residents, visitors, and businesses, related to conduct that is not a proper subject of either criminal enforcement or other local enforcement tools. These disputes can be resolved by the procedures in this Warrant Article and will be important steps towards ensuring harmonious community relations. Those procedures include the use of skillful mediation or other dispute resolution tools, such as restorative justice or even a skillfully placed phone call, by our highly skilled Diversity Office Director or a highly trained staff member of the Diversity Office. This is consistent with the mission and goals of the Town expressed in Section 3.14.1(A) (Brookline Values) of this Warrant Article.

Another issue is that the availability of multiple complaint processes allows a complainant to choose among multiple procedures or to choose to use more than one procedure. While this serves to increase the likelihood that persons who experience or perceive discrimination may feel more comfortable when filing their complaints, it also risks overlapping and duplicative investigations and inconsistent or conflicting findings and recommendations. Under this Warrant Article, the Director is in a position to minimize this problem.

### WARRANT ARTICLE 31 COMPLAINT PROCESS

Under this Warrant Article, complaints can be filed with the Director who has primary investigatory responsibility for resolving complaints, using the Discrimination Report Form or other means or with the

Commission, which has limited responsibility for reporting complaints to the Director, the Town Administrator, the Select Board, or, in the case of complaints involving the Public Schools of Brookline, to the Superintendent. The Director is solely responsible for complaints involving Town employees and will refer, as appropriate, to either (a) the Police Complaint process, for which the Director is now (by the 2020-2021 Police Reform Committee Report) a complainants' Liaison, or (b) the Human Resources Department, which administers the "Town Policy Against Discrimination, Sexual Harassment, and Retaliation." The Director can also engage the services of an independent investigator or guide complainant, if complainant wishes, to the services of the MA Commission Against Discrimination or another federal or state body, provided there is no ongoing or threatened litigation against the Town.

For complaints against or between School Department employees, the School Department administers its own policy pursuant to federal and state law. With respect to School Department employees, the role of the Director and the Commission is limited to making them aware of issues and directing complainants to the appropriate School Department systems.

#### ROLE OF THE DIRECTOR, THE COMMISSION, AND THE DIVERSITY OFFICE

This Warrant Article establishes the Director and the Diversity Office as the primary complaint forum, as summarized above, and encourages the Town to provide that office with the funding necessary to engage outside investigators when necessary and to enhance the Diversity Office's resources available to resolve complaints and provide the many other services that the Diversity Office currently, and under this Warrant Article will provide. The types of complaints that the Director would handle include those that were proposed to be covered in Warrant Articles 12 and 13 of the May 2022 Annual Town Meeting: employment, public accommodations, housing, policing, education, and provision of services, health care, or credit, etc. These would be handled by the expertise of the Director and the Diversity Office, including referrals to outside agencies with enforcement powers if necessary.

Currently, the Director is highly trained in matters of dispute resolution and has a highly trained staff for assistance with mediation and problem solving. The Director performs an investigation using these skills and resources and, where appropriate, reaches a conclusion as to whether discrimination or other proscribed behavior occurred. The Director would also, as the Director does now, address complaints regarding civil rights laws that don't rise to the level of discrimination but may reflect ignorance of responsibilities, inadvertence, or lack of resources to address problems. Examples would be Americans with Disabilities Act complaints concerning inadequate access or obstructed or limited access to public or private buildings or resources, such as a remote meeting platform.

The Commission is primarily a fact gathering body to assist complainants to articulate their complaints and identify the appropriate forum to resolve them. The Commission gathers information, including the complaint, the response of the alleged perpetrator, statements of witnesses, statements as to the impact of the alleged behavior on the complainant and the impact of the filing of the complaint on the alleged perpetrator. The Commission does not determine whether discrimination or other proscribed behavior occurred. The Commission also serves as a second set of eyes for complaints that the Director determines does not present an issue that can properly be taken up by the Town or for a complaint of which the Complainant wants a separate review. Ultimately, the director has the final say on whether a complaint presents a valid issue for action by the Town, unless the matter is taken up by an independent fact finder or the Select Board. The Petitioners also hope that this Warrant Article inspires the Commission to develop gravitas, knowledge, and credibility to educate and encourage other Town entities to address complaints and other matters in a manner consistent with the Brookline Values statement in Section 3.14.1(A) of this Warrant Article.

## EVOLUTION OF THE COMPLAINT PROCESS

This Warrant Article is another step in the evolution of the diversity Bylaw from the original 2014 Warrant Article written by the “Selectmen’s Diversity, Inclusion, and Affirmative Action Committee” (“DIAA Committee”) that established the Diversity, Inclusion, and Community Relations Commission and the Diversity Office and legislation the preceded the 2014 Warrant Article. DIAA Committee member Marty Rosenthal predicted that the bylaw would be a “living by-law” that would evolve over time and “soon be improved by all our usual sausage making process.” That evolution is summarized as follows:

1970: The original Human Rights/Youth Resources Commission was formed in 1970. It arose out of the turmoil of the 1960s and a recommendation of the “National Advisory Commission on Civil Disorders” (the “Kerner Commission”). The Kerner Commission was established by President Lyndon B. Johnson in 1967 (Executive Order 11365) to investigate the causes of urban disturbances that occurred in the Summer of 1967. The Kerner Commission was tasked to come up with recommendations on how to right the wrongs of the past and bring the nation out of the period of urban unrest. Among its recommendations was that municipalities across the nation create human rights commissions to deal concertedly with the range of racial and ethnic problems that had caused turmoil. In Brookline a committee was established that resulted in a report containing a draft of what became the Human Relations-Youth Resources Bylaw.

2013: In 2013 the Town Administrator sought to improve the effectiveness of the Commission. In submitting Warrant Article 9 of the 2013 Annual Town Meeting, it was the intent of the Town Administrator to reorganize the staffing and jurisdiction of the Human Relations/Youth Resources Department to support human relations and youth services programming more effectively and to coordinate related human service functions of the Town. Warrant Article 9 and a related Warrant Article 10 were primarily concerned with equal employment opportunity and affirmative action. Warrant Article 9, however, did address complaints in Section 2.14.3 (General Duties of the Commission) subsection (g):

(g) Initiate, receive, secure the investigation of and seek the satisfactory adjustment of complaints charging discrimination, or failure to take, or delay in taking appropriate action, or abuse of authority in connection therewith by any Town agency, Town official or employee which may be brought to the Commission's attention.

2014: In 2014 the current version of Bylaw 3.14, as subsequently amended, was adopted. In that bylaw the Chief Diversity Officer served as an ombudsperson and handled any complaints by residents or employees. A complaint by a resident could also be sent to the Commission by the Chief Diversity Officer and reviewed by the Commission without an investigation or a determination of facts. The Commission could present their summary to the Town Administrator to act on.

2019: In 2019 Warrant Article 24 was introduced to increase the authority of the Commission to handle complaints. In that Warrant Article, the Commission would investigate complaints and interview witnesses and prepare written findings and recommend action to the Select Board and others within 90 days. These complaints could be against the Town or the schools. Because of concerns that the proposal imposed substantial burdens and potential liability on the volunteer members of the Commission, the effective date of Warrant Article 24 was set for July 1, 2022, with the expectation that the Commission would come up with an improved Warrant Article without the problems perceived to exist in Warrant Article 24. The alternative proposed by the Commission was not voted by the May 2022 Annual Town

## 13.A.

Meeting and consequently Warrant Article 24 became effective and is incorporated into the current Bylaw 3.14.

### Spring 2022:

That alternative, Warrant Articles 12 and 13, submitted to the spring 2022 Annual Town Meeting, among other things, established a complaint committee, separate from the Commission, charged with investigating and receiving complaints, directly or through the Chief Diversity Officer (CDO). These complaints could involve incidents, if illegal under federal or State law, regarding, including but not limited to, employment, public accommodations, housing, policing, education, and provision of services, health care, or credit. Furthermore, the Bylaw would apply to students as complainants, and to faculty and staff of the School Department to the extent permitted by State and federal law. The Complaint Committee would be comprised of seven members, only one of whom must be a member of the Commission. The Committee would investigate complaints with the power to subpoena witnesses, compel their attendance, administer oaths, serve written interrogatories, take testimony of any person under oath, and require the production of any evidence and/or answers relating to any matter in question or under investigation before it, provided that such process must be utilized at the reasonable request of either complainant or respondent. Witnesses would be summoned in the same manner and be paid the same fees as witnesses in civil cases before the courts. Town departments and agencies would be expected to cooperate.

Under the proposal, If the Committee found that a respondent has engaged in any violation of this Bylaw, the Committee could seek relief within 30 days of the Committee's report, through one or more of the following actions: (a) If the respondent is an employee, agent or official of the Town or the Town itself, the Committee could provide written findings of fact and recommendations to the Select Board. If the respondent is an employee, agent or official of the School Department, the Committee could provide written findings of fact and recommendations to the Superintendent of Schools and, in the case of the Superintendent, to the School Committee. (b) If the respondent is a person or organization not described in the proposal the Committee could (through the Chief Diversity Officer) issue a notice of violation to the respondent and provide written findings of fact and recommendations to the Select Board or the Superintendent of Schools as appropriate. To the extent the law allows, they could additionally levy a civil fine of three hundred dollars (\$300) for each such violation or other such sum as allowed by law. Each day or separate violation of this Bylaw shall constitute a separate offense. Any such penalty or penalties shall be enforced through non-criminal disposition as set forth in G.L. c.40 §21D.

The next step in this evolution is proposed to be this Warrant Article 31, as described above.

## WA 31 Complaint Process

## 3.14.1

**Brookline Values Statement**

(A) The Values Statement is an aspirational statement of the type of Town we want to become. Thus, it defines the nature of the complaint process. Brookline Values has two parts: (1) Diversity, Equity, and Inclusion and (2) Community Relations. Brookline Values includes civility and kindness in how we treat our neighbors and how the Town treats its residents and visitors even when we must hold them accountable for things that result in complaints.

## 3.14.2 – The Director

(A) The Director is a highly trained professional in community relations, civil and human rights, and dispute resolution. The Director is primarily responsible for the Complaint process.

(C) Director is responsible for (1) building the resources and skills of the Diversity Office, (2) investigating complaints, (3) finding and exercising appropriate non-adversarial remedies, where possible, (4) assisting complainants to take Complaints that cannot be handled by the Director to an adversarial setting, and (5) addressing systemic issues.

(F)(v) A useful paragraph for incidents and disputes that may impede harmonious community relations but not necessarily pursuant to a Complaint and not necessarily discrimination as initially presented. Allows Director to avoid ignoring issues that are important and that the Director can helpfully address before they escalate.

**(G) The Complaint Process**

The Director will receive Complaints. The initial question is jurisdictional: Does it involve a Town Employee? If yes, the Director cannot get involved – *see* 3.14.2(G)(v).

**Complaint Steps:**

First, is the Complaint Plausibly Valid?

- The Director decides and lets any appeal process to the Commission by complainant or respondent run its course.
  - If the Complaint is found after this process to be not Plausibly Valid, that is the end.
  - If the Complaint is found after this process to be Plausibly Valid, then –

Second, if the Complaint is Plausibly Valid, is it better handled in an adversarial process such as MCAD, EEOC, MA Attorney General's Office, the Brookline Police Department, or other agencies?

- If Yes, the Director gives complainant guidance to take the Complaint to that agency.
- If No, then –

Third, is there a reason the Director cannot handle the Complaint?

- If Yes, the Director works with Town Counsel to engage an independent fact finder.
- If No, then –

Fourth, the Director consults with the Town Administrator to determine whether there is a simple and quick resolution that the Town can provide.

- If Yes, the Town Administrator resolves the Complaint with the appropriate Town Department
- If No, then –

Fifth, the Director does an investigation and a further determination of whether the Complaint is Plausibly Valid.

- If No, i.e., the Complaint is found to be not Plausibly Valid, that is the end.
- If Yes, i.e., the Complaint is found to be Plausibly Valid, then –

Sixth, the Director does a Resolution Plan that can be presented to the Complainant & Respondent and

- If accepted, the Director implements the Resolution Plan.
- If Not accepted, the Complaint cannot be resolved by the Director and the complainant's options are an adversarial forum to which the Director can refer them.

## WA 31 Complaint Process

**3.13.3 – The Commission****Mission of the Commission: Support Brookline Values**

**(A) General Responsibilities:** Supporting Brookline Values.

**(B) Complaint Responsibilities**

**(i)** Receive appeals from determination of Plausible Validity by complainants or respondents

**(ii)** Receive Complaints from complainants

**(a)** First question is jurisdictional: Does it involve a Complaint alleging discrimination against the Town or its agencies? If yes, the Commission has no role and refers the Complaint to the Director and Town Counsel.

**(b)** Second question is also jurisdictional: Does it involve a Town Employee. If yes, the Commission has no role – *see* 3.14.2(G)(v)

**(c)** Other Complaints:

1. The Commission notifies the Director

2. If the Commission believes it can add value, with the concurrence of the Director, it can do a summary review of the Complaint and write a report based on interviews of the complainant, respondent, any witnesses, and any documents. The Report should have unique perspectives or information that the Director can use and recommendations to the Director with a copy to the Select Board and produced within 90 days.

3. The Commission can also ask the Director to provide the complainant with information on taking the Complaint to an adversarial forum.

**(d)** Anonymous Complaints: The Commission works confidentially with the Town Administrator or the Director to resolve an anonymous Complaint, including by referral to MCAD or another agency.

\* \* \*

**(f)** Schools: Complaints involving the school are outside the jurisdiction of the Commission. But with the concurrence of the Director and the Superintendent, the Commission can play a role.

1. A complainant may be more comfortable bringing their Complaint to the Commission.

2. Provide the complainant with guidance as to how to address its Complaint.

3. Convey information or a unique perspective to the schools regarding the Complaint of which the schools may be unaware.

4. Any other role the Director and Superintendent may assign to the Commission.

**(iii)** Log in Complaints – monitor trends and convey to Director and the public what it is seeing and work with the Director to reduce or eliminate violations of rights.

**(C)** Additional ways the Commission carries out its mission

**FOURTH REVISED DRAFT**

Submitted by: Bernard Greene, Martin Rosenthal, and Nancy Daly Cavanaugh

To see if the Town will amend the Town's General Bylaw Section 3.14 with the following:

**ARTICLE 3.14  
COMMISSION FOR DIVERSITY, EQUITY, INCLUSION, AND COMMUNITY RELATIONS  
AND  
OFFICE OF DIVERSITY, EQUITY, INCLUSION, AND COMMUNITY RELATIONS**

**SECTION 3.14.1 ESTABLISHMENT AND PURPOSE**

This ~~By-law~~Bylaw hereby establishes the Commission for Diversity, Equity, Inclusion, and Community Relations ("Commission") and the Office of Diversity, Equity, Inclusion, and Community Relations (the "Diversity Office").

**(A) Brookline Values.**

Because the Town of Brookline values diversity, equity, and inclusion and amicable community relations based on those values in and for the Brookline community, the Commission, in coordination with the Diversity Office, shall work to support a welcoming environment by modeling and encouraging civility, kindness, cooperation, tolerance, and respect among and by all persons, ~~including Town residents, visitors, persons passing through the Town, employers, employees, and job applicants,~~ and by advancing, promoting, and advocating for the human and civil rights of all through education, awareness, outreach, accountability, and advocacy.

The ~~Purpose of the~~ Commission and the ~~goal of the~~ Town shall ~~be to~~ strive for a community characterized by the values of diversity, equity, and inclusion. The Town believes that diversity and inclusion based on equity will provide opportunities and incentives to all ~~who touch Brookline~~ to offer their energy, creativity, knowledge, and experiences to the community and to all civic engagements, including town government; and that diversity and inclusion based on equity is, therefore, a critically important government interest of the Town.

Inclusion based on equity means actively pursuing goals of including, integrating, engaging, and welcoming into the community on an equitable basis all persons, residents or non-residents, regardless of their race, color, ethnicity, gender, sexual orientation, gender identity or expression, disability, age, religion, creed, ancestry, national origin, military or veteran status, genetic information, marital status, receipt of public benefits (including housing subsidies), or family status (e.g., because one has or doesn't have children) (herein, "Brookline Protected Classes").

In striving to achieve the goal of inclusion, the Commission shall be guided by the following general principles: (1) the foundation of community is strong and positive community relations among and between all groups and individuals in the community, regardless of whether they are a member of a Brookline Protected Class; (2) the substance of community is the recognition of human rights principles as applicable to all persons; (3) justice in a community requires, at a minimum, monitoring and enforcing civil rights laws as they apply to all persons; and (4) the commitment of the Town to these principles requires vigorous affirmative steps to carry out both the word and the spirit of the foregoing.

**(B) The Commission.**

The Commission shall consist of fifteen (15) residents, who shall be called Commissioners.

Commissioners shall be appointed by the Select Board and ~~shall~~ hold office for a period of not more than three (3) years with terms of office expiring on August 31 of an appropriate year in a staggered manner so that approximately one-third (1/3) of the terms of the Commissioners will expire each year. A Commissioner whose term is expiring is expected to submit their renewal application to the Select Board not later than August 1 of the expiration year. The term of a Commissioner who does not submit a renewal application in a timely manner shall expire on August 31 of that year. The term of a Commissioner who submits a timely renewal application shall then be extended until notified by the Town Administrator that the renewal application has been acted upon. If the application is denied, the term of that Commissioner shall expire

five days after the date of the denial letter. If the application is approved, the term shall expire on August 31 of the year specified in the approval letter. The Select Board may appoint additional non-voting associate members (Section 3.1.5) as it determines to be necessary, which may include youth or persons who do not reside in Brookline but have a substantial connection to Brookline or to the Brookline Public Schools. The Select Board shall ~~appoint the Chair of the Commission and select one member of its members~~ the Select Board to serve *ex officio* as a nonvoting member of the Commission. A quorum of the Commission shall consist of a majority of the voting members on the Commission, with a minimum of six. The Select Board shall seek a diverse and inclusive group of candidates for the Commission, which may include youth. Candidates for Commissioner shall be qualified for such appointment by virtue of demonstrated relevant and significant knowledge, life experience, or training. The composition of the Commission shall include persons with the types of such knowledge, experience, or training necessary to enable the Commission to perform the duties assigned to it by this ~~By-law~~ Bylaw. All Commissioners shall serve without compensation.

In the event of discontinuance of the service of a Commissioner due to death, resignation, or non-residency in the Town, such Commissioner's successor shall be appointed to serve the unexpired period of the term of said Commissioner. The Commission may recommend to the Select Board candidates to fill such vacancies.

#### (C) Definitions.

- (i) "Complaint" shall mean a written or oral allegation of an act of Discrimination or made to the Director or other Complaint recipient listed in rules or procedures issued pursuant to Section 3.14.2(G)(iii).
- (ii) "Discrimination" shall mean invidious adverse differential treatment or impact based on membership in a Brookline Protected Class or violation of rights under federal, state, or local laws that prohibit discrimination.
- (iii) "Plausibly Valid" shall mean a Complaint that presents a plausibly valid basis for action by the Town because it (a) alleges a significant harm to the complainant, (b) has a physical nexus with the Town of Brookline, (c) relates to a matter that is within the legal authority of a municipal government to address, (d) is not exclusively within the authority of another governmental or non-governmental body, and (e) is subject to this Bylaw and within the authority of the Director to manage.
- (iv) "Town Employee" shall have the meaning given to "public employee" by General Laws, Ch. 258, §1.

#### **SECTION 3.14.2 APPOINTMENT, ROLES, JURISDICTION, AND RESPONSIBILITIES OF THE DIRECTOR**

(A) The Diversity Office shall be led by a professional in the field of human relations, who shall be the Director of the Diversity Office (the "Director"). The Director shall also be professionally trained in matters of civil and human rights, community relations, and dispute resolution. The Director shall be a Department Head/Senior Administrator and shall report to the Town Administrator. In the event of a vacancy in the position of Director, the Town Administrator, after consultation with the Commission, shall recommend to the Select Board a replacement with appropriate qualifications. The Director shall have authority to bring matters directly to the Select Board, through the Chair of the Select Board if in the Director's professional judgement such matter needs the direct attention of the Select Board. If feasible, the Director shall consult with Town Counsel before taking a matter to the Select Board.

(B) The Director shall offer professional and administrative support to the Commission in the administration of its functions and policies under this ~~By-law~~ Bylaw or any other Bylaw giving the Commission responsibilities.

(C) The Director's ~~roles~~ responsibilities shall include ~~acting~~ serving as the Town's chief diversity officer ~~and as an ombudsperson for Town employees or residents~~ to carry out the duties below in Section 3.14.2(F) and (G) ~~and the duties previously assigned to the Commission by the former Sections 3.14.3(A)(v) and (vii)~~ in accordance with Section 3.14.1(A). The ~~Director's role generally~~ Director shall ~~be to help carry out these responsibilities with the goal of helping to create the policies and practices necessary for the Town to further evolve into a community based on the values of diversity, equity, and inclusion. That role, and to help ensure that all residents and visitors enjoy the benefits of those values. To carry out those responsibilities, the Director shall include~~ (1) ~~to provide a forum(s) for develop in the Diversity Office the skills and resources required to facilitate~~ the harmonious resolution of ~~complaints and disputes~~ incidents and Complaints arising from events occurring in Brookline, (2) ~~to investigate complaints brought to the Director and to~~ Complaints, determine whether they are Plausibly Valid, and devise a plan to resolve the complaints that are deemed to present plausibly valid issues for Town action Resolution Plans for Plausibly Valid Complaints or ~~make recommendations~~ recommend solutions to the appropriate Town authorities, (3) ~~to find and exercise appropriate remedies for such plausibly valid~~

~~complaints of discrimination or inappropriate or troublesome behavior occurring in Brookline and experienced by a resident or visitor to the Town and to provide Plausibly Valid Complaints and provide a~~ means to address such ~~complaints and disputes~~ Complaints in a non-adversarial manner, where possible, (4) ~~to~~ guide residents and others to the appropriate adversarial forums when necessary or preferred to resolve their ~~complaints or disputes~~ Complaints, and (5) ~~to~~ address systemic issues in Town governance and operations, whether related to ~~complaints~~ Complaints or not, that appear to impede diversity, equity, and inclusion and ~~good~~ a harmoniously functioning community ~~relations~~.

(D) When preparing the Town's budget, there should be included a reasonable line item at an appropriate location in the operating budget to be used by the Director and Town Counsel to engage independent professional assistance, if necessary and appropriate, to carry out the Director's investigatory duties described below, ~~to avoid ad hoc budget transfers to cover such costs and to make the costs of this function transparent.~~ The Director shall consult with Town Counsel in identifying and engaging such professional assistance. In an appropriate case, the Director and Town Counsel may select a member of Town Counsel's office to serve as an independent fact finder. In addition, the Director's department budget shall also include line items in a sufficient amount to acquire resources and materials necessary to carry out the Director's dispute resolution and community and human relations responsibilities.

(E) The Director shall work with Town Counsel on matters that raise legal issues, such as enforcement of federal, state, or local civil rights laws or regulations, Open Meeting or Public Records laws, the legal authorities or duties of the Director or the Commission, or the engagement of independent investigators or fact finders.

(F) General Responsibilities and Powers.

- (i) The Director shall use the staff and resources of the Diversity Office, as appropriate, to provide information, guidance, and dispute resolution services (including restorative justice) to all persons who ~~believe that they have been discriminated against or treated unfairly in the Town, for any reason, including (1) their membership in a Brookline Protected Class, (2) in relation to Fair Housing laws, (3) in connection with procurement or contracting with the Town, (4) in connection with interactions with businesses or institutions in the Town, or (5) in connection with their interactions with the Town and/or employees of the Town~~ allege that they have been subjected to Discrimination and whose Complaints are within the authority of the Director. The Director may, with the agreement of the parties, use the resources of the Diversity Office to resolve a ~~complaint~~ Complaint without further investigation. But, when necessary, the Director shall investigate ~~complaints~~ Complaints pursuant to Section 3.14.2(G)(iv)(d) or provide general information on the use of the services of other appropriate bodies, such as the Massachusetts Commission Against Discrimination ("MCAD"), the federal Equal Employment Opportunity Commission ("EEOC"), ~~complaint procedures using the Police Civilian Complaint form, complaint procedures of the Human Resources Departments, or a Town employee complainant's rights under applicable collective bargaining agreements, the Massachusetts Attorney General's Office, or some other agency with investigatory and prosecutorial powers or the power to impose penalties.~~ The Director shall explain to the complainant that neither the Director nor Town Counsel can provide any further legal advice or express an opinion, before an investigation, as to the merits of complainant's case and that the complainant may need their own legal counsel to assist with any legal proceedings. In an appropriate situation, the Director may also ~~call upon~~ assist a complainant to seek the mediation or conflict resolution services of agencies such as the Community Relations Service of the U.S. Department of Justice ("CRS").
- (ii) ~~To~~ The Director shall work with all Town departments and offices, including the Public Schools of Brookline, independent bodies, such as the Housing Authority and Library, community nonprofits, businesses, houses of worship, and individuals, including the elderly and youth, to facilitate good community relations, communication, and respectful human interactions between and among all persons.
- (iii) With the advice and counsel of the Commission, Town Counsel, the ~~Human Resources~~ H.R. Director, the Human Resources Board, the Chief Procurement Officer, the Council on Aging, and any other relevant Town department, the Director shall prepare and submit to the Select Board a recommended diversity, equity, and inclusion statement and policy for the Town ("DEI Policy") and periodically review and update the DEI Policy if necessary. The DEI Policy shall incorporate, by reference, existing or newly promulgated Town policies, including the Policy

Against Discrimination, Sexual Harassment and Retaliation and other Town policies related to equal employment opportunity and affirmative action, procurement, the Americans with Disabilities Act, and other applicable policies. The DEI Policy shall also give guidance on recruitment, hiring, retention, training, and promotion of Town ~~employees~~Employees, and propose steps to make improvements to ensure a work environment that is friendly to diversity, equity, and inclusion. The Director shall work with the Town Administrator, Town Counsel, and ~~the Human Resources Office~~H.R. on the implementation of the DEI Policy.

(iv) At the request of the Town Administrator, the Director shall use the resources of the Diversity Office, or assist other Town Departments and offices, to resolve incidents and disputes occurring in the Town that risk impeding harmonious community relations.

(G) Complaint Responsibilities.

- (i) In general, the Director ~~may shall be the primary office to~~ receive ~~complaints~~Complaints concerning allegations of ~~discrimination or bias or inappropriate or hurtful actions or behavior or actions or behavior that disrupt amicable community relations.~~Discrimination. The Director may ~~(1)-receive complaints~~such Complaints from complainants directly or through the Commission ~~or (2) receive referrals of complaints from.~~ If the Commission or another Town departments, the school department, the library official or office, other than H.R., Town Counsel, or the housing authority, when all parties agree and Police Department, receives a Complaint, they shall forward it to the parties and the agencies believe that the Director's training and resources can best provide resolution of complaints or disputes arising in those departments in a manner that is acceptable to both parties and that maintains the expectations of confidentiality of the parties. ~~Director.~~ Complaints involving Town ~~employees~~Employees or Town Employees of the schools shall be handled by the Director pursuant to Section 3.14.2(G)(v). ~~The Director, at any point, with the agreement of the parties, can resolve a complaint using the staff, skills, and resources of the Diversity Office.~~
- (ii) The Director may receive ~~complaints~~Complaints anonymously for the purpose of informally resolving the ~~complaint~~Complaint with the Town Administrator, the Superintendent, a department head, the ~~executive~~ director of a Town related agency, such as the ~~library~~Library or ~~housing authority~~Housing Authority, or the governing body of a non-Town entity.
- (iii) The Director with the assistance of Town Counsel and the Commission shall develop official forms for filing ~~complaints~~Complaints under this ~~bylaw~~Bylaw and any necessary rules ~~and/or~~ procedures for the receipt of such ~~complaints~~Complaints, which may include availability of oral Complaints, statutes of limitations not included in this Bylaw, guidance to Town departments as to how to handle complaints that inadvertently are presented to them, and other details of the ~~complaint processes~~Complaint process under this ~~bylaw~~Bylaw.
- (iv) Upon receipt of a ~~complaint~~Complaint, the Director shall first determine whether it is a Plausibly Valid complaint and then take the following actions:
  - a. If, ~~after~~upon the Director's initial review, or after an investigation, or at any point in the process, the Director determines that the ~~complaint does~~Complaint is not, on its face, ~~present a plausibly valid basis for action by the Town~~Plausibly Valid and gives the complainant written notice of that determination, the complainant may appeal to the Commission within 30 days of receiving such notice. ~~Thelf the Director finds that a Complaint is Plausibly Valid and gives the respondent written notice of that determination, the respondent may also appeal to the Commission within 30 days of receiving such notice. In either event, the~~ Commission shall handle such appeal as set forth in Section 3.14.3(B)(i).
  1. If the Commission pursuant to Section 3.14.3(B)(i) sends a ~~rejected complaint~~Complaint back to the Director for reconsideration, the Director shall consider the Commission's reasons and either engage an independent investigator who shall make its report to the Director and the Town Administrator or take one of the actions listed in Section 3.14.2(G)(ii)(d).

2. If after an investigation pursuant to Section 3.14.2(G)(~~iii~~iv)(d), the Director concludes that ~~the complaint still does not present a valid basis for Town action~~its determination was correct, the Director shall report that conclusion to the Commission and the reasons for the conclusion, whereupon the ~~complaint~~Complaint shall be deemed resolved for purposes of ~~the complaint processes of the Commission and the Director~~this Bylaw, unless the Select Board, at the written request of the Commission, by majority vote of the Select Board, ~~finds that the complaint does, in their opinion, present a plausibly valid issue for consideration by the Town~~determines that the Complaint is, in their opinion, either Plausibly Valid, in which case the Director shall treat the Complaint in accordance with Section 3.14.2(G)(iv)(b), (c), or (d), or not Plausibly Valid, in which case the Complaint shall be deemed resolved for purposes of this Bylaw.
- b. If the Director determines that the ~~complaint~~Complaint on its face ~~raises plausibly valid issues~~is Plausibly Valid but would be more appropriately handled by the MCAD, the EEOC, the Massachusetts Attorney General's Office, or some other agency with investigatory and prosecutorial powers, the Director shall provide the complainant with general information for filing a ~~complaint with such agency. The Director shall also explain to the complainant that neither the Director nor Town Counsel can provide legal advice or express an opinion as to the merits of complainant's case and that the complainant may need their own legal counsel to assist with filing a complaint at the MCAD or with other entities.~~Complaint with such agency. In an appropriate situation, the Director may also call upon the services of the CRS.
- c. If the Director determines that the ~~complaint raises a plausibly valid issue for Town action~~Complaint is Plausibly Valid but that the Director or the Town cannot fairly, effectively, or efficiently investigate the ~~complaint~~Complaint, the Director shall work with Town Counsel to engage the services of an independent investigator to handle the ~~complaint~~Complaint or take such other action as they deem to be appropriate.
- d. If the Director determines that the ~~complaint~~Complaint presents a ~~plausibly valid~~Plausibly Valid issue for action by the Town and can be appropriately, effectively, and efficiently handled by the Director, the Director shall do the following:
1. First, notify the Town Administrator and ~~if the Complaint involves a minor matter that is easily corrected by the Town Administrator,~~ give the Town Administrator an opportunity to ~~take steps to satisfy the complainant~~do so.
  2. Second, ~~if the Town Administrator is unable to take any steps to satisfy the complainant or the complainant is not satisfied with the steps taken by the Town Administrator, the Director shall~~ initiate an investigation of the ~~complaint~~Complaint, including interviewing any witnesses in addition to the complainant and the ~~alleged perpetrator of the behavior that is the subject of the complaint~~respondent, if possible, ~~and~~ and examining and analyzing any relevant documents or materials ~~relevant to the complaint, and assessing the credibility of the provided by the parties, any witnesses, and any relevant documents or materials.~~
  3. Following the investigation, if the Director still believes that the ~~complainant has presented an valid issue that can be addressed by the Town~~Complaint is Plausibly Valid, the Director shall develop a ~~proposed~~written plan ("Resolution Plan") for resolution of the ~~complaint~~Complaint and present it to the parties for their consideration. The Resolution Plan shall include a resolution that the Director believes is effective and fair to all parties, including any of the following remedies or other appropriate remedies:

- 234 A. Meeting with the ~~subject of complainant and~~ the ~~complaint respondent~~ to attempt an  
 235 informal resolution, including with Town departments, to ~~fix correct~~ problems identified  
 236 in the ~~complaint Complaint~~
- 237 B. Mediation
- 238 C. Reconciliation
- 239 D. Education of the parties in ways to avoid future disputes
- 240 E. Restorative justice
- 241 F. Referral to the Brookline police department, other law enforcement agency, or other  
 242 Town department, including the Select Board, with the power to impose fines or other  
 243 penalties if the ~~complaint Complaint~~ relates to a violation of Town ~~bylaw Bylaw~~ or state  
 244 law
- 245 G. Referral to the services, including ~~complaint Complaint~~ procedures or educational,  
 246 training, or community relations services offered by the MCAD, the EEOC, the CRS, the  
 247 Office of Town Counsel, the Attorney General, or such other body as the Director deems  
 248 appropriate. ~~The Director shall explain to the complainant that neither the~~  
 249 ~~Director nor Town Counsel can provide legal advice or express an opinion as to~~  
 250 ~~the merits of complainant's case and that the complainant may need their own~~  
 251 ~~legal counsel to assist with any filing of a complaint with the MCAD or other~~  
 252 ~~entities.~~
- 253
- 254 e. The Director shall complete and submit to the parties the written Resolution Plan within forty-five (45)  
 255 days after receiving the Complaint. If the Director needs additional time, the Director shall notify the  
 256 complainant and the Commission that a longer time is needed to adequately complete this process and  
 257 provide an estimate of the additional time needed.
- 258 e.f. The Director shall periodically report to the Commission on the ~~complaints Complaints~~ received and the  
 259 disposition thereof. Such reports shall identify issues and trends or systemic problems of which the  
 260 Commission should be aware and that will enable the Commission to make recommendations to the  
 261 Select Board or propose appropriate Town regulation or legislation.
- 262 f.g. If a person, except for ~~employees of the Town~~ Employees (with respect to ~~employees Town Employees~~,  
 263 see Section 3.14.2(G)(v)), chooses to ~~bring present~~ a ~~complaint Complaint~~ to the Commission after  
 264 seeking the services of the Director, the Director may discuss the case in general terms with the  
 265 Commission for guidance, but only if there is no ongoing or threatened litigation of the issues in the  
 266 ~~complaint Complaint~~. The Commission's sole role with respect to such complaints shall be as described  
 267 in Section 3.14.3(B).
- 268 g.h. The Director, after consulting with Town Counsel, shall advise complainants that they may need to seek  
 269 legal advice to avoid running afoul of statutes of limitations, exhaustion of remedies, and other  
 270 procedural hurdles that they must meet to preserve their rights in the MCAD or federal or state courts  
 271 while pursuing their rights under the Town's ~~complaint Complaint~~ procedures.
- 272 (v) Town Employees. Except with respect to complaints against If the Director, the Commission, or any other  
 273 Town office or official is presented with a Complaint involving Town Employees, such Complaints shall be handled  
 274 as follows:
- 275 a. Town Employee versus Town Employee. (i) Complaints by Town Employees involving allegations of  
 276 Discrimination by another Town employee, the Director shall serve as an ombudsperson for  
 277 employees of the Town who feel they have been discriminated Employee or the Town, shall  
 278 immediately be referred to H.R. in accordance with the Town's Policy Against Discrimination, Sexual  
 279 Harassment, and Retaliation. (ii) Complaints by Town Employees involving allegations of misconduct or  
 280 mistreatment, but not alleging Discrimination, by another Town Employee or the Town shall be referred

- to H.R. The Director may assist H.R. in the mediation of such allegations of misconduct or mistreatment but with the guidance of Town Counsel. (iii) All allegations of Discrimination or misconduct or mistreatment shall be handled in a manner that is fully consistent with applicable collective bargaining agreements.
- b. Resident or Non-Resident versus Town Employee. Complaints against a Town Employee that involve ongoing or threatened litigation shall be referred to Town Counsel. Complaints against ~~or treated unfairly in Brookline~~ a Town Employee that allege Discrimination shall be referred to H.R. and Town Counsel. Complaints against a Town Employee by a resident or non-resident of the Town involving misconduct or mistreatment shall be referred to H.R. or, in the case of a civilian or sworn Town Employee of the Police Department, to the Police Complaint Process.
- c. Town Employee versus a Resident or Non-Resident. A Town Employee who has a Complaint against another person who is not a Town Employee irrespective of whether based on said Town Employee's membership in a ~~Brookline~~ Protected Class ~~or other reasons~~ shall be handled by the Director. The Director ~~may attempt to mediate~~ shall develop and implement a Resolution Plan for such ~~disputes or complaints~~.
- d. Schools. If the Director receives a Complaint involving a Town Employee of the Schools Department, the Director shall refer ~~such employees~~ it to the schools' Human Resources Office, ~~their union representative, and/or such unless the Complaint involves a Town Employee and a school Town Employee, in which case it shall be referred to H.R.~~
- e. Police Internal Procedures. The Police Chief, with respect to civilian or sworn Town Employees of the Police Department, shall not be precluded from using applicable internal police procedures, including the procedures of the Internal Affairs Office, consistent with applicable collective bargaining agreements, to resolve allegations of misconduct or mistreatment by a Town Employee in the Police Department, provided that H.R. shall be made aware of the use of such processes.
- f. Timely Investigations. Any Complaints referred to H.R. shall be Investigated in accordance with the *Policy Against Discrimination, Sexual Harassment, and Retaliation* or ~~other body that~~ applicable policy governing Town Employees. Both parties to a Complaint shall be entitled to a timely completion of the Investigatory Process, a failure of which shall entitle the party to submit a request to the Town Administrator and/or the Select Board for a quick resolution of such failure.
- (v)g. Confidentiality. To the extent allowed by applicable law or legal process, the Director ~~deems appropriate and with which the complainant agrees. The Director shall~~ hold all ~~such Town employee~~ Employee matters in confidence and shall respect the privacy rights ~~or expectations of any privacy of~~ such individuals ~~but~~. The Director may, however, discuss ~~with the Commission, complaints in general terms, the~~ without revealing a complainant's identity or identifying details, to inform the Commission about the general problems or issues that ~~such individual cases present, provided, however, doing so does not violate any person's rights to privacy or expectation of confidentiality, and further provided that there is no ongoing or threatened litigation. If an employee of the Town is accused of misconduct, including discrimination, or treating a complainant unfairly, the director shall direct the~~ are presented by a complaint to the Town's Human Resources Department or, in the case of a Town police officer, to the Police Complaint Procedure. The Human Resources Department can also on its own take up an allegation of misconduct by a Town employee or a category of Complaints.

### SECTION 3.14.3 POWERS AND DUTIES OF THE COMMISSION

To implement the Mission of the Commission in accordance with Section 3.14.1(A) (Brookline Values), the Commission, with the assistance of the Director and the Director's staff, shall have the following responsibilities:

(A) General Responsibilities.

- (i) Strive to eliminate discriminatory barriers to jobs, education, and housing opportunities within the Town and work to increase the willingness and capacity of public and private institutions to respond to ~~discrimination~~Discrimination against individuals in the Town based on their membership in a Brookline Protected Class.
- (ii) Work with the Select Board, ~~the Town's Human Resources Office, H.R., the schools and~~ the School Committee, and other Town departments, commissions, boards, and committees to increase their commitments to diversity, equity, and inclusion and to take appropriate steps to increase awareness of and sensitivity to such values and to civil and human rights issues in their departments.
- (iii) Provide advice and counsel to the Director on the preparation of the DEI Policy and on the periodic updating of the DEI Policy by the Director, as described in Section 3.14.2(F)(iii).
- (iv) Initiate educational programs to facilitate and inform the public of the foregoing and the Commission's and the Director's responsibilities with respect to ~~complaints~~Complaints.
- (v) Develop initiatives, including educational programs, and at all times work to facilitate harmonious community relations among residents and visitors to the Town of Brookline.
- ~~(v)~~(vi) Support the Director in carrying out the Director's role as outlined in Section 3.14.2(C), including by offering constructive alternative perspectives or suggestions regarding the work of the Director when appropriate.

(B) Complaint Responsibilities

- (i) The Commission may receive ~~complaints~~Complaints within the limits of its authority under this Bylaw that were ~~rejected~~investigated by the Director and appealed by either party to the Commission for reconsideration. The question before the Commission on appeal shall be whether ~~the complaint presents a valid basis for consideration by the Town,~~ based solely on the Director's written file, the Director's determination was correct. Upon receiving the appeal and ~~the original complaints~~said file, the Commission ~~shall~~may assign one or two of its members to review the ~~complaint~~Complaint. The reviewing members shall review the Director's determination, review the original ~~complaint~~Complaint, interview the complainant and /or the respondent and any witnesses who consent (if necessary), and decide whether they agree with the Director's ~~rejection~~determination. The reviewing members shall then present their written conclusions to the Commission in executive session. If the Commission, after taking into consideration the conclusions of the reviewing members, agrees with the Director, the matter shall be concluded. If the Commission does not agree with the Director, the Commission shall provide the Director with a written explanation of its reason for concluding that the ~~complaint does present a plausibly valid basis for consideration by the Town~~Complaint is Plausibly Valid or not Plausibly Valid, whereupon the reconsideration of the ~~complaint~~Complaint by the Director shall be handled in accordance with Section 3.14.2(G)(iv)(a)(i) ~~(i)-(ii1)~~ and (2).
- (ii) The Commission may receive Complaints from complainants. Such complaints shall be handled as follows:
- a. Complaints against the Town; ~~or its agencies, or officials~~ concerning allegations of ~~discrimination or bias or inappropriate or hurtful actions or behavior. Complaints against Town employees~~Discrimination shall be referred to the Director and Town Counsel.
- b. Complaints involving Town Employees, including Town Employees of the schools shall be handled solely ~~by the Director (see in accordance with Section 3.14.2(G)(v)). Upon receiving an appropriate complaint, the~~.
- ~~(ii)c.~~ Other complaints may be handled by the Commission ~~shall take the following actions as follows:~~
- a.i. First, notify the Town Administrator and give the Commission shall refer the ~~Town Administrator an opportunity to make corrections~~Complaint to satisfy the ~~complainant~~Director.

b-ii. Second, if the ~~Town Administrator is unable~~ Commission believes that it can provide unique and useful information or a broader perspective to ~~take any steps to satisfy the complainant or Director, the complainant is not satisfied with the steps taken by~~ Commission shall notify the Director and if the ~~Town Administrator~~ Director agrees, the Commission or a working group of the Commission may (1) perform a summary review of the ~~complaint~~ Complaint, including, if necessary, an interview of the complainant ~~and/or the respondent~~ and any witnesses and a review of any documents or materials pertinent to the complaint, (2) prepare a written report of its summary review, including ~~a report on the alleged~~ impact on the complainant of the alleged behavior or the ~~alleged~~ impact on the ~~alleged perpetrator of the filing of the~~ ~~complaint~~ respondent, without stating any legal conclusions, and ~~any unique and useful information or perspective that it believes would assist the Director or other Town office in handling the Complaint, and~~ (3) within 90 days of the Commission's receipt of the ~~complaint~~ Complaint provide its report with ~~any~~ recommendations to the Director and the Town Administrator, with a copy of the recommendations to the Select Board. The Commission's recommendations should include, as appropriate, the use of the dispute resolution resources and skills of the Director.

c-iii. ~~The Third, the~~ Commission may ask the Director to, ~~in addition or in the alternative,~~ provide the complainant with general information on complainant's options to bring proceedings at the MCAD or other appropriate federal, state, or local agency, including the Brookline Police Department. ~~The Director shall explain to the complainant that neither the Director nor Town Counsel can provide legal advice or express an opinion as to the merits of complainant's case and that the complainant may need their own legal counsel to assist with filing a complaint with the MCAD or other entity. This By-law does not preclude any complainant from alternatively or additionally using other Town complaint procedures, such as the Police Department's Civilian Complaint Procedure or the Human Resources Office's procedures.~~

- d. The Commission may receive a ~~complaint~~ Complaint anonymously for the purpose of resolving the ~~complaint~~ Complaint informally with the Director or the Town Administrator.
- e. To protect all parties to a ~~complaint~~ Complaint and to avoid violation of any law or regulation concerning governmental operations, the Commission should ~~work~~ consult with Town Counsel when presented with a ~~complaint~~ Complaint.

(iii)f. ~~The Commission may receive complaints against~~ At the ~~public request of a complainant and with the concurrence of the Superintendent, the Commission may handle a Complaint, except Complaints of Discrimination, involving the schools of Brookline, directly or through the Director concerning allegations of discrimination or bias or inappropriate or hurtful actions or behavior. The Commission may not accept a complaint by a student or against a student but may accept a complaint by a student's parent or guardian. Upon receiving a complaint against the public schools of Brookline, the Commission's roles shall be:~~ (i) ~~to serve~~ serving as a neutral ~~and~~ knowledgeable body to which a complainant can bring their concerns, (ii) ~~to provide~~ providing guidance to the complainant as to the best way to address their concerns, (iii) ~~to use~~ using the knowledge and credibility of the Commission to present concerns, ~~information, or research~~ to the schools of which the schools may not be aware, and (iv) ~~to perform~~ performing any other role as may be agreed upon by the Director and the Superintendent. ~~The Commission shall have no role with respect to a Complaint by a minor student or against a minor student unless the Complaint is by a minor student's parent or guardian.~~

(iv) The Commission shall be limited to the following actions:

- a. ~~Notifying the Superintendent and giving the Superintendent an opportunity to make corrections to satisfy the complainant.~~
- b. ~~If the complainant is not satisfied with the steps taken by the Superintendent, the Commission may request that the Director, provide the complainant with general information on complainant's options to bring proceedings at the MCAD or other appropriate federal, state, or local agency or bring an appropriate matter to the attention of the state Department of Elementary and Secondary Education. The Director shall explain to the complainant that neither the Director nor Town Counsel can provide legal advice or express an opinion as to the merits of complainant's case and that the complainant may need their own legal counsel to assist with any filing with the MCAD or other entity.~~
- c. ~~The Commission may also provide the complainant with information on complainant's options to ask the Superintendent to utilize the dispute resolution resources of the Diversity Office or an outside body.~~
- d. ~~The Commission may receive a complaint anonymously for the purpose of resolving the complaint informally with the Superintendent.~~
- e.g. To protect all parties to a ~~complaint~~Complaint and to avoid violation of any law or regulation concerning governmental operations or the rights of students or educational personnel, including federal laws governing student privacy and regulations of the Department of Elementary and Secondary Education and the local regional office of the Office of Civil Rights within the U.S. Department of Education, the Commission should work with Town Counsel when presented with a ~~complaint against~~Complaint ~~involving~~ the schools.

~~(v)~~(iii) The Commission shall develop, to the extent ~~permissible~~permitted by law, a log for the ~~complaints~~Complaints referred to in Section 3.14.3(B), provided that such publication contains public record information only and does not violate anyone's right to privacy or expectations of confidentiality, and the Commission shall compile and maintain statistical records regarding the nature of ~~complaints~~Complaints, types of incidents, number and types of ~~complaints~~Complaints, and other pertinent information, without identifying specific individuals, and include such information in the annual report filed with the Board pursuant to Section 3.14.6 of this ~~By-law~~Bylaw. With respect to any complaints or patterns of ~~complaints~~Complaints involving the civil or human rights of any persons, work with the Director, ~~in such officer's role as ombudsperson~~, to facilitate changes that will reduce and eliminate violations of rights.

~~(vi) Develop official forms for the filing of complaints under Section 3.14.3(B) and procedures for the receipt of such complaints and follow-up by the Commission to the extent not inconsistent with the procedures set forth in Section 3.14.3(B).~~

~~(vii)~~(iv) Carry out the responsibilities and duties given to the Commission by rules or regulations, if any, promulgated under Section 3.14.4 of this Bylaw in relation to its Fair Housing responsibilities, ~~as authorized by law, under or as described in~~ Bylaw 5.5.

(C) To carry out the foregoing responsibilities, the Commission is authorized ~~and encouraged~~ to work with community organizations ~~with diverse viewpoints and missions~~, government and nonprofit agencies, educational institutions, persons with relevant ~~and diverse~~ expertise, and others to:

- (i) Institute and assist in the development of ~~(a)~~ educational and training programs to further community relations ~~and, civil discourse, and mutual respect, especially by and among Town Employees, and resident volunteers, (b) a welcoming community environment for residents, non-residents, and persons who are members of a Brookline Protected Class, (c)~~ understanding ~~and respect~~ among all ~~persons in the Town, including residents, non-residents, and~~ Town ~~employees~~Employees.
- (ii) Serve as an advocate for youth on issues arising in the schools and the community, concerning diversity, ~~equity~~, and inclusion, and encourage public and private agencies to respond to those youth's needs.

- (iii) Develop educational programs and campaigns to increase awareness of human and civil rights, advance diversity, equity, and inclusion, eliminate ~~discrimination~~Discrimination, and ensure that the human and civil rights of all persons are protected and assist in the development of educational programs to further community relations and understanding among all people, including ~~employees~~Town Employees of all departments and agencies within the Town.
  - (iv) Conduct or receive research in the field of human relations and issue reports and publications on its findings or, where appropriate, submit local or state-wide proposed legislation, after approval by the Select Board and review by Town Counsel, to further human and civil rights of all persons in the Town, provided that the Commission shall evaluate all such research conducted or received for its relevance and validity and for its openness to diverse viewpoints and perspectives.
  - (v) Receive and review information on trends and developments in youth research, services, and programs, both generally and as they relate to youth who are members of a Brookline Protected Class, and consider the applicability of such research, services, or programs to Brookline, provided that the Commission shall evaluate all such research conducted or received for its relevance and validity and for its openness to diverse viewpoints and perspectives.
  - (vi) Do anything else deemed appropriate in the furtherance of its general duties and that are not inconsistent with its Mission, the State Constitution and laws, or the Town ~~By-laws~~Bylaws.
- (D) At least every two years, prepare written organizational goals for the Commission ("Commission's Goals") that are (i) specific, (ii) measurable, (iii) attainable with the resources and personnel of the Commission, (iv) relevant to the mission of the Commission, (v) designated as either short term or long term, and (vi) capable of being evaluated on a continuing basis and at the next goal setting point. The Commission's Goals shall be submitted to the Select Board at a public meeting and posted on the Town's website. The Commission shall receive and consider the comments of the Select Board at the public meeting and shall also receive and consider written comments from the community on the Commission's Goals.

#### SECTION 3.14.4 RULES AND REGULATIONS

To carry out the purposes and provisions of this By-law, the Commission, with the approval of the Select Board, after review by the Town Counsel, shall adopt procedural rules and regulations as necessary to guide it in carrying out its responsibilities. Such rules and regulations shall require that actions by the Commission be taken by a quorum or larger vote of the Commissioners and shall include procedures for holding regular public meetings, including at least one public hearing annually to apprise the public on the status of civil rights, diversity, equity, inclusion, and community relations in the Town and to hear the concerns of the public on those issues. The Commission may also establish procedures and rules and regulations to carry out its responsibilities with respect to Fair Housing, with the approval of the Select Board, after review by Town Counsel. Such rules and regulations may further provide for the governance of the Commission with respect to matters such as the appointments of committees as necessary to deal with specific community issues or concerns.

#### SECTION 3.14.5 INFORMATION, COOPERATION, AND DIALOGUE

~~The Commission shall notify the Town Administrator of all complaints it receives. If such complaints fall within the purview of the Superintendent of Schools, the Superintendent shall also immediately be notified.~~ All departments and agencies in the Town shall cooperate fully with the Commission's reasonable requests for information concerning ~~such complaints~~any Complaints and when appropriate engage with the Commission in a dialogue on them. All such requests and dialogue shall respect and protect, to the fullest extent possible, the privacy of all involved and shall comply with all local, state, and federal laws. The H.R. ~~Director of Human Resources~~ shall annually present a report to the Commission concerning the Town's statistics on employment diversity in Town departments and staff, as well as the efforts of the Town to increase the employment diversity of Town departments and staff. The School Superintendent and the Library Director, or their designees, shall annually provide a report to the Commission on their statistics on employment diversity, including but not limited to the most recently completed EEO-5 form. The Police Chief shall annually present a report to the Commission on other police matters that touch on the Commission's mission. The Commission may respond

to such reports through dialogue and/or through written reports; and all Town departments, including the Brookline Public Schools, are encouraged to cooperate with the Commission as it reasonably requests.

#### **SECTION 3.14.6 REPORT**

With the assistance of the Director, the Commission shall submit an annual report to the Select Board, the School Committee, ~~and the Board of Library Trustees,~~ and the Trustees of the Brookline Housing Authority detailing its activities and any research or information gathering related to its areas of responsibility or expertise and the results thereof. This report shall include (i) a review of the implementation of the DEI Policy by the Town, (ii) the Commission's Goals and a report on the extent to which the goals have been achieved to that point, (iii) a review of reports received by the Commission from the ~~H.R. Director of Human Resources,~~ the School Superintendent, the Library Director, and other Town departments or agencies, (iv) a narrative discussion of any impediments to the implementation and achievement of the Commission's Goals and the DEI Policy, and (v) recommendations of ways that such impediments could be removed. A synopsis of such report shall be published as part of the Annual Report of the Town.

#### **SECTION 3.14.7 FIVE YEAR REVIEW**

Beginning no later than ~~July~~August 1, ~~2023~~2024, and at least every five years thereafter, the Commission shall review this Bylaw and any other related Town ~~by-laws~~Bylaws, in consultation with other pertinent ~~departments,~~ and departments and propose changes, if necessary, ~~by preparation of appropriate Warrant Articles for consideration by Town Meeting.~~ The Commission shall prepare a written report summarizing its review and ~~proposing any proposed changes~~ and present those changes as Warrant Articles to Town Meeting at the fall Special Town Meeting or later than February 1, 2024 if necessary.

#### **SECTION 3.14.8 EFFECTIVE DATE**

The amendments to Bylaw Section 3.14 made by this Warrant Article, if adopted by the fall 2022 Special Town Meeting, shall become effective January 1, 2023.

#### **SECTION 3.14.8 SEVERABILITY**

The provisions of this ~~By-law~~Bylaw shall be deemed to be severable. Should any of its provisions be held to be invalid or unconstitutional, the remainder shall continue to be in full force and effect.

#### **SECTION 3.14.10 APPLICATION OF THIS ~~BY-LAW-BYLAW~~**

Should any remedies in this ~~By-law~~Bylaw conflict with grievance or dispute resolution procedures in collective bargaining agreements with the Town's unions, the provisions of the collective bargaining agreements shall apply so long as all members of Brookline Protected Classes are protected. ~~22122~~

Or Act on anything relative thereto.

**FOURTH REVISED DRAFT**

Submitted by: Bernard Greene, Martin Rosenthal, and Nancy Daly Cavanaugh

To see if the Town will amend the Town's General Bylaw Section 3.14 with the following:

**ARTICLE 3.14  
COMMISSION FOR DIVERSITY, EQUITY, INCLUSION, AND COMMUNITY RELATIONS  
AND  
OFFICE OF DIVERSITY, EQUITY, INCLUSION, AND COMMUNITY RELATIONS**

**SECTION 3.14.1 ESTABLISHMENT AND PURPOSE**

This Bylaw hereby establishes the Commission for Diversity, Equity, Inclusion, and Community Relations ("Commission") and the Office of Diversity, Equity, Inclusion, and Community Relations (the "Diversity Office").

**(A) Brookline Values.**

Because the Town of Brookline values diversity, equity, and inclusion and amicable community relations based on those values in and for the Brookline community, the Commission, in coordination with the Diversity Office, shall work to support a welcoming environment by modeling and encouraging civility, kindness, cooperation, tolerance, and respect among and by all persons, and by advancing, promoting, and advocating for the human and civil rights of all through education, awareness, outreach, accountability, and advocacy.

The Commission and the Town shall strive for a community characterized by the values of diversity, equity, and inclusion. The Town believes that diversity and inclusion based on equity will provide opportunities and incentives to all to offer their energy, creativity, knowledge, and experiences to the community and to all civic engagements, including town government; and that diversity and inclusion based on equity is, therefore, a critically important government interest of the Town. Inclusion based on equity means actively pursuing goals of including, integrating, engaging, and welcoming into the community on an equitable basis all persons, residents or non-residents, regardless of their race, color, ethnicity, gender, sexual orientation, gender identity or expression, disability, age, religion, creed, ancestry, national origin, military or veteran status, genetic information, marital status, receipt of public benefits (including housing subsidies), or family status (e.g., because one has or doesn't have children) (herein, "Brookline Protected Classes").

In striving to achieve the goal of inclusion, the Commission shall be guided by the following general principles: (1) the foundation of community is strong and positive community relations among and between all groups and individuals in the community, regardless of whether they are a member of a Brookline Protected Class; (2) the substance of community is the recognition of human rights principles as applicable to all persons; (3) justice in a community requires, at a minimum, monitoring and enforcing civil rights laws as they apply to all persons; and (4) the commitment of the Town to these principles requires vigorous affirmative steps to carry out both the word and the spirit of the foregoing.

**(B) The Commission.**

The Commission shall consist of fifteen (15) residents, who shall be called Commissioners. Commissioners shall be appointed by the Select Board and hold office for a period of not more than three (3) years with terms of office expiring on August 31 of an appropriate year in a staggered manner so that approximately one-third (1/3) of the terms of the Commissioners will expire each year. A Commissioner whose term is expiring is expected to submit their renewal application to the Select Board not later than August 1 of the expiration year. The term of a Commissioner who does not submit a renewal application in a timely manner shall expire on August 31 of that year. The term of a Commissioner who submits a timely renewal application shall then be extended until notified by the Town Administrator that the renewal application has been acted upon. If the application is denied, the term of that Commissioner shall expire five days after the date of the denial letter. If the application is approved, the term shall expire on August 31 of the year specified in the approval letter. The Select Board may appoint additional non-voting associate members (Section 3.1.5) as it determines to be necessary, which may include youth or persons who do not reside in Brookline but have a substantial connection to Brookline or to the Brookline Public Schools. The Select Board shall appoint the Chair of the Commission and select a

member of the Select Board to serve *ex officio* as a nonvoting member of the Commission. A quorum of the Commission shall consist of a majority of the voting members on the Commission, with a minimum of six.

The Select Board shall seek a diverse and inclusive group of candidates for the Commission, which may include youth.

Candidates for Commissioner shall be qualified for such appointment by virtue of demonstrated relevant and significant knowledge, life experience, or training. The composition of the Commission shall include persons with the types of such knowledge, experience, or training necessary to enable the Commission to perform the duties assigned to it by this Bylaw. All Commissioners shall serve without compensation.

In the event of discontinuance of the service of a Commissioner due to death, resignation, or non-residency in the Town, such Commissioner's successor shall be appointed to serve the unexpired period of the term of said Commissioner. The Commission may recommend to the Select Board candidates to fill such vacancies.

(C) Definitions.

- (i) "Complaint" shall mean a written or oral allegation of an act of Discrimination or made to the Director or other Complaint recipient listed in rules or procedures issued pursuant to Section 3.14.2(G)(iii).
- (ii) "Discrimination" shall mean invidious adverse differential treatment or impact based on membership in a Brookline Protected Class or violation of rights under federal, state, or local laws that prohibit discrimination.
- (iii) "Plausibly Valid" shall mean a Complaint that presents a plausibly valid basis for action by the Town because it (a) alleges a significant harm to the complainant, (b) has a physical nexus with the Town of Brookline, (c) relates to a matter that is within the legal authority of a municipal government to address, (d) is not exclusively within the authority of another governmental or non-governmental body, and (e) is subject to this Bylaw and within the authority of the Director to manage.
- (iv) "Town Employee" shall have the meaning given to "public employee" by General Laws, Ch. 258, §1,

**SECTION 3.14.2 APPOINTMENT AND RESPONSIBILITIES OF THE DIRECTOR**

(A) The Diversity Office shall be led by a professional in the field of human relations, who shall be the Director of the Diversity Office (the "Director"). The Director shall also be professionally trained in matters of civil and human rights, community relations, and dispute resolution. The Director shall be a Department Head/Senior Administrator and shall report to the Town Administrator. In the event of a vacancy in the position of Director, the Town Administrator, after consultation with the Commission, shall recommend to the Select Board a replacement with appropriate qualifications. The Director shall have authority to bring matters directly to the Select Board, through the Chair of the Select Board if in the Director's professional judgement such matter needs the direct attention of the Select Board. If feasible, the Director shall consult with Town Counsel before taking a matter to the Select Board.

(B) The Director shall offer professional and administrative support to the Commission in the administration of its functions and policies under this Bylaw or any other Bylaw giving the Commission responsibilities.

(C) The Director's responsibilities shall include serving as the Town's chief diversity officer to carry out the duties below in Section 3.14.2(F) and (G) and the duties previously assigned to the Commission by the former Sections 3.14.3(A)(v) and (vii) in accordance with Section 3.14.1(A). The Director shall carry out these responsibilities with the goal of helping to create the policies and practices necessary for the Town to further evolve into a community based on the values of diversity, equity, and inclusion, and to help ensure that all residents and visitors enjoy the benefits of those values. To carry out those responsibilities, the Director shall (1) develop in the Diversity Office the skills and resources required to facilitate the harmonious resolution of incidents and Complaints arising from events occurring in Brookline, (2) investigate Complaints, determine whether they are Plausibly Valid, and devise Resolution Plans for Plausibly Valid Complaints or recommend solutions to the appropriate Town authorities, (3) find and exercise appropriate remedies for such Plausibly Valid Complaints and provide a means to address such Complaints in a non-adversarial manner, where possible, (4) guide residents and others to the appropriate adversarial forums when necessary or preferred to resolve their Complaints, and (5) address systemic issues in Town governance and operations, whether related to Complaints or not, that appear to impede diversity, equity, and inclusion and a harmoniously functioning community.

(D) When preparing the Town's budget, there should be included a reasonable line item at an appropriate location in the operating budget to be used by the Director and Town Counsel to engage independent professional assistance, if necessary and appropriate, to carry out the Director's investigatory duties described below. The Director shall consult with Town Counsel in identifying and engaging such professional assistance. In an appropriate case, the Director and Town Counsel

may select a member of Town Counsel's office to serve as an independent fact finder. In addition, the Director's department budget shall also include line items in a sufficient amount to acquire resources and materials necessary to carry out the Director's dispute resolution and community and human relations responsibilities.

(E) The Director shall work with Town Counsel on matters that raise legal issues, such as enforcement of federal, state, or local civil rights laws or regulations, Open Meeting or Public Records laws, the legal authorities or duties of the Director or the Commission, or the engagement of independent investigators or fact finders.

(F) General Responsibilities and Powers.

- (i) The Director shall use the staff and resources of the Diversity Office, as appropriate, to provide information, guidance, and dispute resolution services (including restorative justice) to all persons who allege that they have been subjected to Discrimination and whose Complaints are within the authority of the Director. The Director may, with the agreement of the parties, use the resources of the Diversity Office to resolve a Complaint without further investigation. But, when necessary, the Director shall investigate Complaints pursuant to Section 3.14.2(G)(iv)(d) or provide general information on the use of the services of other appropriate bodies, such as the Massachusetts Commission Against Discrimination ("MCAD"), the federal Equal Employment Opportunity Commission ("EEOC"), the Massachusetts Attorney General's Office, or some other agency with investigatory and prosecutorial powers or the power to impose penalties. The Director shall explain to the complainant that neither the Director nor Town Counsel can provide any further legal advice or express an opinion, before an investigation, as to the merits of complainant's case and that the complainant may need their own legal counsel to assist with any legal proceedings. In an appropriate situation, the Director may also assist a complainant to seek the mediation or conflict resolution services of agencies such as the Community Relations Service of the U.S. Department of Justice ("CRS").
- (ii) The Director shall work with all Town departments and offices, including the Public Schools of Brookline, independent bodies, such as the Housing Authority and Library, community nonprofits, businesses, houses of worship, and individuals, including the elderly and youth, to facilitate good community relations, communication, and respectful human interactions between and among all persons.
- (iii) With the advice and counsel of the Commission, Town Counsel, the H.R. Director, the Human Resources Board, the Chief Procurement Officer, the Council on Aging, and any other relevant Town department, the Director shall prepare and submit to the Select Board a recommended diversity, equity, and inclusion statement and policy for the Town ("DEI Policy") and periodically review and update the DEI Policy if necessary. The DEI Policy shall incorporate, by reference, existing or newly promulgated Town policies, including the Policy Against Discrimination, Sexual Harassment and Retaliation and other Town policies related to equal employment opportunity and affirmative action, procurement, the Americans with Disabilities Act, and other applicable policies. The DEI Policy shall also give guidance on recruitment, hiring, retention, training, and promotion of Town Employees, and propose steps to make improvements to ensure a work environment that is friendly to diversity, equity, and inclusion. The Director shall work with the Town Administrator, Town Counsel, and H.R. on the implementation of the DEI Policy.
- (iv) At the request of the Town Administrator, the Director shall use the resources of the Diversity Office, or assist other Town Departments and offices, to resolve incidents and disputes occurring in the Town that risk impeding harmonious community relations.

(G) Complaint Responsibilities.

- (i) In general, the Director shall be the primary office to receive Complaints concerning allegations of Discrimination. The Director may receive such Complaints from complainants directly or through the Commission. If the Commission or another Town official or office, other than H.R., Town Counsel, or the Police Department, receives a Complaint, they shall forward it to the Director. Complaints involving Town Employees or Town Employees of the schools shall be handled by the Director pursuant to Section 3.14.2(G)(v).
- (ii) The Director may receive Complaints anonymously for the purpose of informally resolving the Complaint with the Town Administrator, the Superintendent, a department head, the director of a Town related agency, such as the Library or Housing Authority, or the governing body of a non-Town entity.

- 147 (iii) The Director with the assistance of Town Counsel and the Commission shall develop official forms for filing  
 148 Complaints under this Bylaw and any necessary rules or procedures for the receipt of such Complaints, which may  
 149 include availability of oral Complaints, statutes of limitations not included in this Bylaw, guidance to Town  
 150 departments as to how to handle complaints that inadvertently are presented to them, and other details of the  
 151 Complaint process under this Bylaw.
- 152 (iv) Upon receipt of a Complaint, the Director shall first determine whether it is a Plausibly Valid complaint and then  
 153 take the following actions:
- 154 a. If, upon the Director's initial review, or after an investigation, or at any point in the process, the Director  
 155 determines that the Complaint is not, on its face, Plausibly Valid and gives the complainant written notice  
 156 of that determination, the complainant may appeal to the Commission within 30 days of receiving such  
 157 notice. If the Director finds that a Complaint is Plausibly Valid and gives the respondent written notice of  
 158 that determination, the respondent may also appeal to the Commission within 30 days of receiving such  
 159 notice. In either event, the Commission shall handle such appeal as set forth in Section 3.14.3(B)(i).
    - 160 1. If the Commission pursuant to Section 3.14.3(B)(i) sends a Complaint back to the Director for  
 161 reconsideration, the Director shall consider the Commission's reasons and either engage an  
 162 independent investigator who shall make its report to the Director and the Town Administrator  
 163 or take one of the actions listed in Section 3.14.2(G)(ii)(d).
    - 164 2. If after an investigation pursuant to Section 3.14.2(G)(iv)(d), the Director concludes that its  
 165 determination was correct, the Director shall report that conclusion to the Commission and  
 166 the reasons for the conclusion, whereupon the Complaint shall be deemed resolved for  
 167 purposes of this Bylaw, unless the Select Board, at the written request of the Commission, by  
 168 majority vote of the Select Board, determines that the Complaint is, in their opinion, either  
 169 Plausibly Valid, in which case the Director shall treat the Complaint in accordance with Section  
 170 3.14.2(G)(iv)(b), (c), or (d), or not Plausibly Valid, in which case the Complaint shall be deemed  
 171 resolved for purposes of this Bylaw.
  - 172 b. If the Director determines that the Complaint on its face is Plausibly Valid but would be more  
 173 appropriately handled by the MCAD, the EEOC, the Massachusetts Attorney General's Office, or some  
 174 other agency with investigatory and prosecutorial powers, the Director shall provide the complainant with  
 175 general information for filing a Complaint with such agency. In an appropriate situation, the Director may  
 176 also call upon the services of the CRS.
  - 177 c. If the Director determines that the Complaint is Plausibly Valid but that the Director or the Town cannot  
 178 fairly, effectively, or efficiently investigate the Complaint, the Director shall work with Town Counsel to  
 179 engage the services of an independent investigator to handle the Complaint or take such other action as  
 180 they deem to be appropriate.
  - 181 d. If the Director determines that the Complaint presents a Plausibly Valid issue for action by the Town and  
 182 can be appropriately, effectively, and efficiently handled by the Director, the Director shall do the  
 183 following:
    - 184 1. First, notify the Town Administrator and if the Complaint involves a minor matter that is easily  
 185 corrected by the Town Administrator, give the Town Administrator an opportunity to do so.
    - 186 2. Second, initiate an investigation of the Complaint, including interviewing any witnesses in  
 187 addition to the complainant and the respondent, if possible, and examining and analyzing any  
 188 relevant documents or materials provided by the parties.
    - 189 3. Following the investigation, if the Director still believes that the Complaint is Plausibly Valid,  
 190 the Director shall develop a written plan ("Resolution Plan") for resolution of the Complaint  
 191 and present it to the parties for their consideration. The Resolution Plan shall include a  
 192 resolution that the Director believes is effective and fair to all parties, including any of the  
 193 following remedies or other appropriate remedies:
      - 194 A. Meeting with the complainant and the respondent to attempt an informal resolution,  
 195 including with Town departments, to correct problems identified in the Complaint

- 196 B. Mediation
- 197 C. Reconciliation
- 198 D. Education of the parties in ways to avoid future disputes
- 199 E. Restorative justice
- 200 F. Referral to the Brookline police department, other law enforcement agency, or other
- 201 Town department, including the Select Board, with the power to impose fines or other
- 202 penalties if the Complaint relates to a violation of Town Bylaw or state law
- 203 G. Referral to the services, including Complaint procedures or educational, training, or
- 204 community relations services offered by the MCAD, the EEOC, the CRS, the Office of
- 205 Town Counsel, the Attorney General, or such other body as the Director deems
- 206 appropriate.
- 207
- 208 e. The Director shall complete and submit to the parties the written Resolution Plan within forty-five (45)
- 209 days after receiving the Complaint. If the Director needs additional time, the Director shall notify the
- 210 complainant and the Commission that a longer time is needed to adequately complete this process and
- 211 provide an estimate of the additional time needed.
- 212 f. The Director shall periodically report to the Commission on the Complaints received and the disposition
- 213 thereof. Such reports shall identify issues and trends or systemic problems of which the Commission
- 214 should be aware and that will enable the Commission to make recommendations to the Select Board or
- 215 propose appropriate Town regulation or legislation.
- 216 g. If a person, except for Town Employees (with respect to Town Employees, see Section 3.14.2(G)(v)),
- 217 chooses to present a Complaint to the Commission after seeking the services of the Director, the Director
- 218 may discuss the case in general terms with the Commission for guidance, but only if there is no ongoing or
- 219 threatened litigation of the issues in the Complaint. The Commission's sole role with respect to such
- 220 complaints shall be as described in Section 3.14.3(B).
- 221 h. The Director, after consulting with Town Counsel, shall advise complainants that they may need to seek
- 222 legal advice to avoid running afoul of statutes of limitations, exhaustion of remedies, and other
- 223 procedural hurdles that they must meet to preserve their rights in the MCAD or federal or state courts
- 224 while pursuing their rights under the Town's Complaint procedures.
- 225 (v) Town Employees. If the Director, the Commission, or any other Town office or official is presented with a
- 226 Complaint involving Town Employees, such Complaints shall be handled as follows:
- 227 a. Town Employee versus Town Employee. (i) Complaints by Town Employees involving allegations of
- 228 Discrimination by another Town Employee or the Town, shall immediately be referred to H.R. in
- 229 accordance with the Town's *Policy Against Discrimination, Sexual Harassment, and Retaliation*. (ii)
- 230 Complaints by Town Employees involving allegations of misconduct or mistreatment, but not alleging
- 231 Discrimination, by another Town Employee or the Town shall be referred to H.R. The Director may assist
- 232 H.R. in the mediation of such allegations of misconduct or mistreatment but with the guidance of Town
- 233 Counsel. (iii) All allegations of Discrimination or misconduct or mistreatment shall be handled in a manner
- 234 that is fully consistent with applicable collective bargaining agreements.
- 235 b. Resident or Non-Resident versus Town Employee. Complaints against a Town Employee that involve
- 236 ongoing or threatened litigation shall be referred to Town Counsel. Complaints against a Town Employee
- 237 that allege Discrimination shall be referred to H.R. and Town Counsel. Complaints against a Town
- 238 Employee by a resident or non-resident of the Town involving misconduct or mistreatment shall be
- 239 referred to H.R. or, in the case of a civilian or sworn Town Employee of the Police Department, to the
- 240 Police Complaint Process.
- 241 c. Town Employee versus a Resident or Non-Resident. A Town Employee who has a Complaint against
- 242 another person who is not a Town Employee irrespective of whether based on said Town Employee's
- 243 membership in a Protected Class shall be handled by the Director. The Director shall develop and
- 244 implement a Resolution Plan for such complaints.

- d. Schools. If the Director receives a Complaint involving a Town Employee of the Schools Department, the Director shall refer it to the schools' Human Resources Office, unless the Complaint involves a Town Employee and a school Town Employee, in which case it shall be referred to H.R.
- e. Police Internal Procedures. The Police Chief, with respect to civilian or sworn Town Employees of the Police Department, shall not be precluded from using applicable internal police procedures, including the procedures of the Internal Affairs Office, consistent with applicable collective bargaining agreements, to resolve allegations of misconduct or mistreatment by a Town Employee in the Police Department, provided that H.R. shall be made aware of the use of such processes.
- f. Timely Investigations. Any Complaints referred to H.R. shall be Investigated in accordance with the *Policy Against Discrimination, Sexual Harassment, and Retaliation* or other applicable policy governing Town Employees. Both parties to a Complaint shall be entitled to a timely completion of the Investigatory Process, a failure of which shall entitle the party to submit a request to the Town Administrator and/or the Select Board for a quick resolution of such failure.
- g. Confidentiality. To the extent allowed by applicable law or legal process, the Director shall hold all Town Employee matters in confidence and shall respect the privacy rights or expectations of privacy of such individuals. The Director may, however, discuss complaints in general terms, without revealing a complainant's identity or identifying details, to inform the Commission about the general problems or issues that are presented by a complaint or a category of Complaints.

### SECTION 3.14.3 POWERS AND DUTIES OF THE COMMISSION

To implement the Mission of the Commission in accordance with Section 3.14.1(A) (Brookline Values), the Commission, with the assistance of the Director and the Director's staff, shall have the following responsibilities:

#### (A) General Responsibilities.

- (i) Strive to eliminate discriminatory barriers to jobs, education, and housing opportunities within the Town and work to increase the willingness and capacity of public and private institutions to respond to Discrimination against individuals in the Town based on their membership in a Brookline Protected Class.
- (ii) Work with the Select Board, H.R., the schools and the School Committee, and other Town departments, commissions, boards, and committees to increase their commitments to diversity, equity, and inclusion and to take appropriate steps to increase awareness of and sensitivity to such values and to civil and human rights issues in their departments.
- (iii) Provide advice and counsel to the Director on the preparation of the DEI Policy and on the periodic updating of the DEI Policy by the Director, as described in Section 3.14.2(F)(iii).
- (iv) Initiate educational programs to facilitate and inform the public of the foregoing and the Commission's and the Director's responsibilities with respect to Complaints.
- (v) Develop initiatives, including educational programs, and at all times work to facilitate harmonious community relations among residents and visitors to the Town of Brookline.
- (vi) Support the Director in carrying out the Director's role, including by offering constructive alternative perspectives or suggestions regarding the work of the Director when appropriate.

#### (B) Complaint Responsibilities

- (i) The Commission may receive Complaints within the limits of its authority under this Bylaw that were investigated by the Director and appealed by either party to the Commission for reconsideration. The question before the Commission on appeal shall be whether, based solely on the Director's written file, the Director's determination was correct. Upon receiving the appeal and said file, the Commission may assign one or two of its members to review the Complaint. The reviewing members shall review the Director's determination, review the original Complaint, interview the complainant and/or the respondent and any witnesses who consent (if necessary), and decide whether they agree with the Director's determination. The reviewing members shall then present their written conclusions to the Commission in executive session. If the Commission, after taking into consideration the conclusions of the reviewing members, agrees with the Director, the matter shall be concluded. If the Commission does not agree with the Director, the Commission shall provide the Director with a written explanation of its

reason for concluding that the Complaint is Plausibly Valid or not Plausibly Valid, whereupon the reconsideration of the Complaint by the Director shall be handled in accordance with Section 3.14.2(G)(iv)(a)(1) and (2).

- (ii) The Commission may receive Complaints from complainants. Such complaints shall be handled as follows:
  - a. Complaints against the Town or its agencies concerning allegations of Discrimination shall be referred to the Director and Town Counsel.
  - b. Complaints involving Town Employees, including Town Employees of the schools shall be handled solely in accordance with Section 3.14.2(G)(v).
  - c. Other complaints may be handled by the Commission as follows:
    - i. First, the Commission shall refer the Complaint to the Director.
    - ii. Second, if the Commission believes that it can provide unique and useful information or a broader perspective to the Director, the Commission shall notify the Director and if the Director agrees, the Commission or a working group of the Commission may (1) perform a summary review of the Complaint, including, if necessary, an interview of the complainant and/or the respondent and any witnesses and a review of any documents or materials pertinent to the complaint, (2) prepare a written report of its summary review, including the alleged impact on the complainant of the alleged behavior or the alleged impact on the respondent, without stating any legal conclusions, and any unique and useful information or perspective that it believes would assist the Director or other Town office in handling the Complaint, and (3) within 90 days of the Commission's receipt of the Complaint provide its report with any recommendations to the Director and the Town Administrator, with a copy of the recommendations to the Select Board. The Commission's recommendations should include, as appropriate, the use of the dispute resolution resources and skills of the Director.
    - iii. Third, the Commission may ask the Director to provide the complainant with general information on complainant's options to bring proceedings at the MCAD or other appropriate federal, state, or local agency, including the Brookline Police Department.
  - d. The Commission may receive a Complaint anonymously for the purpose of resolving the Complaint informally with the Director or the Town Administrator.
  - e. To protect all parties to a Complaint and to avoid violation of any law or regulation concerning governmental operations, the Commission should consult with Town Counsel when presented with a Complaint.
  - f. At the request of a complainant and with the concurrence of the Superintendent, the Commission may handle a Complaint, except Complaints of Discrimination, involving the schools by: (i) serving as a neutral and knowledgeable body to which a complainant can bring their concerns, (ii) providing guidance to the complainant as to the best way to address their concerns, (iii) using the knowledge and credibility of the Commission to present concerns, information, or research to the schools of which the schools may not be aware, and (iv) performing any other role as may be agreed upon by the Director and the Superintendent. The Commission shall have no role with respect to a Complaint by a minor student or against a minor student unless the Complaint is by a minor student's parent or guardian.
  - g. To protect all parties to a Complaint and to avoid violation of any law or regulation concerning governmental operations or the rights of students or educational personnel, including federal laws governing student privacy and regulations of the Department of Elementary and Secondary Education and the local regional office of the Office of Civil Rights within the U.S. Department of Education, the Commission should work with Town Counsel when presented with a Complaint involving the schools.
- (iii) The Commission shall develop, to the extent permitted by law, a log for the Complaints referred to in Section 3.14.3(B), provided that such publication contains public record information only and does not violate anyone's right to privacy or expectations of confidentiality, and the Commission shall compile and maintain statistical records regarding the nature of Complaints, types of incidents, number and types of Complaints, and other pertinent information, without identifying specific individuals, and include such information in the annual report filed with the Board pursuant to Section 3.14.6 of this Bylaw. With respect to any complaints or patterns of

Complaints involving the civil or human rights of any persons, work with the Director to facilitate changes that will reduce and eliminate violations of rights.

- (iv) Carry out the responsibilities and duties given to the Commission by rules or regulations, if any, promulgated under Section 3.14.4 of this Bylaw in relation to its Fair Housing responsibilities, or as described in Bylaw 5.5.

(C) To carry out the foregoing responsibilities, the Commission is authorized and encouraged to work with community organizations with diverse viewpoints and missions, government and nonprofit agencies, educational institutions, persons with relevant and diverse expertise, and others to:

- (i) Institute and assist in the development of (a) educational and training programs to further community relations, civil discourse, and mutual respect, especially by and among Town Employees, and resident volunteers, (b) a welcoming community environment for residents, non-residents, and persons who are members of a Brookline Protected Class, (c) understanding and respect among all residents, non-residents, and Town Employees.
- (ii) Serve as an advocate for youth on issues arising in the schools and the community, concerning diversity, equity, and inclusion, and encourage public and private agencies to respond to those youth's needs.
- (iii) Develop educational programs and campaigns to increase awareness of human and civil rights, advance diversity, equity, and inclusion, eliminate Discrimination, and ensure that the human and civil rights of all persons are protected and assist in the development of educational programs to further community relations and understanding among all people, including Town Employees of all departments and agencies within the Town.
- (iv) Conduct or receive research in the field of human relations and issue reports and publications on its findings or, where appropriate, submit local or state-wide proposed legislation, after approval by the Select Board and review by Town Counsel, to further human and civil rights of all persons in the Town, provided that the Commission shall evaluate all such research conducted or received for its relevance and validity and for its openness to diverse viewpoints and perspectives.
- (v) Receive and review information on trends and developments in youth research, services, and programs, both generally and as they relate to youth who are members of a Brookline Protected Class, and consider the applicability of such research, services, or programs to Brookline, provided that the Commission shall evaluate all such research conducted or received for its relevance and validity and for its openness to diverse viewpoints and perspectives.
- (vi) Do anything else deemed appropriate in the furtherance of its general duties and that are not inconsistent with its Mission, the State Constitution and laws, or the Town Bylaws.

(D) At least every two years, prepare written organizational goals for the Commission ("Commission's Goals") that are (i) specific, (ii) measurable, (iii) attainable with the resources and personnel of the Commission, (iv) relevant to the mission of the Commission, (v) designated as either short term or long term, and (vi) capable of being evaluated on a continuing basis and at the next goal setting point. The Commission's Goals shall be submitted to the Select Board at a public meeting and posted on the Town's website. The Commission shall receive and consider the comments of the Select Board at the public meeting and shall also receive and consider written comments from the community on the Commission's Goals.

#### **SECTION 3.14.4 RULES AND REGULATIONS**

To carry out the purposes and provisions of this By-law, the Commission, with the approval of the Select Board, after review by the Town Counsel, shall adopt procedural rules and regulations as necessary to guide it in carrying out its responsibilities. Such rules and regulations shall require that actions by the Commission be taken by a quorum or larger vote of the Commissioners and shall include procedures for holding regular public meetings, including at least one public hearing annually to apprise the public on the status of civil rights, diversity, equity, inclusion, and community relations in the Town and to hear the concerns of the public on those issues. The Commission may also establish procedures and rules and regulations to carry out its responsibilities with respect to Fair Housing, with the approval of the Select Board, after review by Town Counsel. Such rules and regulations may further provide for the governance of the Commission with respect to matters such as the appointments of committees as necessary to deal with specific community issues or concerns.

#### **SECTION 3.14.5 INFORMATION, COOPERATION, AND DIALOGUE**

All departments and agencies in the Town shall cooperate fully with the Commission's reasonable requests for information concerning any Complaints and when appropriate engage with the Commission in a dialogue on them. All such requests and dialogue shall respect and protect, to the fullest extent possible, the privacy of all involved and shall comply with all local, state, and federal laws. The H.R. Director shall annually present a report to the Commission concerning the Town's statistics on employment diversity in Town departments and staff, as well as the efforts of the Town to increase the employment diversity of Town departments and staff. The School Superintendent and the Library Director, or their designees, shall annually provide a report to the Commission on their statistics on employment diversity, including but not limited to the most recently completed EEO-5 form. The Police Chief shall annually present a report to the Commission on other police matters that touch on the Commission's mission. The Commission may respond to such reports through dialogue and/or through written reports; and all Town departments, including the Brookline Public Schools, are encouraged to cooperate with the Commission as it reasonably requests.

#### **SECTION 3.14.6 REPORT**

With the assistance of the Director, the Commission shall submit an annual report to the Select Board, the School Committee, the Board of Library Trustees, and the Trustees of the Brookline Housing Authority detailing its activities and any research or information gathering related to its areas of responsibility or expertise and the results thereof. This report shall include (i) a review of the implementation of the DEI Policy by the Town, (ii) the Commission's Goals and a report on the extent to which the goals have been achieved to that point, (iii) a review of reports received by the Commission from the H.R. Director, the School Superintendent, the Library Director, and other Town departments or agencies, (iv) a narrative discussion of any impediments to the implementation and achievement of the Commission's Goals and the DEI Policy, and (v) recommendations of ways that such impediments could be removed. A synopsis of such report shall be published as part of the Annual Report of the Town.

#### **SECTION 3.14.7 FIVE YEAR REVIEW**

Beginning no later than August 1, 2024, and at least every five years thereafter, the Commission shall review this Bylaw and any other related Town Bylaws, in consultation with other pertinent departments and propose changes, if necessary. The Commission shall prepare a written report summarizing its review and proposed changes and present those changes as Warrant Articles to Town Meeting at the fall Special Town Meeting or later if necessary.

#### **SECTION 3.14.8 EFFECTIVE DATE**

The amendments to Bylaw Section 3.14 made by this Warrant Article, if adopted by the fall 2022 Special Town Meeting, shall become effective January 1, 2023.

#### **SECTION 3.14.8 SEVERABILITY**

The provisions of this Bylaw shall be deemed to be severable. Should any of its provisions be held to be invalid or unconstitutional, the remainder shall continue to be in full force and effect.

#### **SECTION 3.14.10 APPLICATION OF THIS BYLAW**

Should any remedies in this Bylaw conflict with grievance or dispute resolution procedures in collective bargaining agreements with the Town's unions, the provisions of the collective bargaining agreements shall apply so long as all members of Brookline Protected Classes are protected.

Or Act on anything relative thereto.

## WA41, Affordable Housing Overlay District Study

Dave Porter <dcporter@gmail.com>

Mon 10/31/2022 9:07 AM

To: Devon Fields <dfields@brooklinema.gov>; Polly Selkoe <pselkoe@brooklinema.gov>

Brookline Select Board (% Devon Fields)

Brookline Planning Board (% Polly Selkoe)

Dear Select Board & Planning Board:

I urge you to vote this week for FAVORABLE ACTION (YES) on WA 41, for the HAB to establish a Study Committee for an Affordable Housing Overlay District in Brookline. The idea of an AHOD is to provide special zoning relief for developments that provide 100% affordable units at several different income tiers. WA 41 proposes a bold idea which has already been adopted in different forms by Cambridge, Somerville, and elsewhere.

We desperately need more housing serving different income levels, especially low and moderate income households, and there are many areas in Brookline that could support additional multifamily housing. More housing in transit-friendly, walkable neighborhoods like North Brookline will help us achieve critical climate goals. And, this study will complement the work being done under the Housing Production Plan and on the larger Comprehensive Planning Process.

Thank you for your support.

Best,

Dave Porter

21 Clark Rd.

**[EXTERNAL EMAIL]** [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

## Warrant Article 41

Roslyn Feldberg <roslynf@rcn.com>

Mon 10/31/2022 4:49 PM

To: Devon Fields <dfields@brooklinema.gov>; Polly Selkoe <pselkoe@brooklinema.gov>

Cc: Roslyn Feldberg <roslynf@rcn.com>

To: Brookline Select Board (via Devon Fields)  
Brookline Planning Board (via Polly Selkoe)

Re: Warrant Article 41

Date: November 1, 2022

Dear Select Board and Planning Board:

I strongly urge you to vote this week to support FAVORABLE ACTION (YES) on Warrant Article 41, a resolution which proposes that the HAB establish a Study Committee for an Affordable Housing Overlay District in Brookline. The idea of an AHOD is to provide special zoning relief for developments that provide 100% affordable units at several different income tiers. With Brookline now over its "10% 40B threshold," we need a new way to incentivize affordable housing production, and WA 41 proposes a bold idea which has already been adopted in different forms by Cambridge, Somerville, and elsewhere.

We desperately need more housing serving different income levels, especially low and moderate income households. Many families I know would like to live in Brookline and cannot, due to the lack of affordable housing. Yet, there are many areas in Brookline that could support additional multifamily housing. At the same time, more housing in transit-friendly, walkable neighborhoods like North Brookline will help us achieve critical climate goals. And, this study will complement the work being done under the Housing Production Plan and on the larger Comprehensive Planning Process.

Thank you for your anticipated support.

Sincerely yours,  
Roslyn Feldberg, TMM P10

Sent from my iPad

Roslyn Feldberg, PhD  
Independent Scholar  
Roslynf@rcn .com  
(617) 879-0558

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## Support Warrant Article 41

katha seidman <katha@mindspring.com>

Mon 10/31/2022 6:35 PM

To: Devon Fields <dfields@brooklinema.gov>

Dear Select Board,

I strongly urge you to vote this week to support FAVORABLE ACTION (YES) on Warrant Article 41, a resolution which proposes that the HAB establish a Study Committee for an Affordable Housing Overlay District in Brookline. The idea of an AHOD is to provide special zoning relief for developments that provide 100% affordable units at several different income tiers. With Brookline now over its "10% 40B threshold," we need a new way to incentivize affordable housing production, and WA 41 proposes a bold idea which has already been adopted in different forms by Cambridge, Somerville, and elsewhere.

We desperately need more housing that serves different income levels, especially low and moderate income households, and there are many areas in Brookline that could support additional multifamily housing. In addition, more housing in transit-friendly, walkable neighborhoods like North Brookline will help us achieve critical climate goals. This study will also complement the work being done under the Housing Production Plan and on the larger Comprehensive Planning Process.

Thank you for your anticipated support.

Yours,

Katha Seidman

18 Elba St

Brookline MA 02446

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## Warrant Article 41, HAB Study of Affordable Housing Overlay District

Shira Fischer <[shira@shirafischer.com](mailto:shira@shirafischer.com)>

Sun 10/30/2022 8:46 PM

To: Devon Fields <[dfields@brooklinema.gov](mailto:dfields@brooklinema.gov)>; Polly Selkoe <[pselkoe@brooklinema.gov](mailto:pselkoe@brooklinema.gov)>

Dear Select Board and Planning Board:

I strongly urge you to vote this week to support FAVORABLE ACTION (YES) on Warrant Article 41, a resolution which proposes that the HAB establish a Study Committee for an Affordable Housing Overlay District in Brookline.

We need a way to motivate more affordable multi-family housing for many reasons, including walkability and climate change. This study will complement the work being done under the Housing Production Plan and on the larger Comprehensive Planning Process.

Thank you for your consideration,

Shira

--

Shira Fischer

Town Meeting Member, Precinct 11

[townmeeting@shirafischer.com](mailto:townmeeting@shirafischer.com)

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(No subject)

Aleksandra Goncharov <yelizavetajulian@gmail.com>

Sun 10/30/2022 11:01 PM

To: Devon Fields <dfields@brooklinema.gov>

Dear Select Board and Planning Board:

I am a single working mother of two teens. I grew up in this town and live in low-income housing. Recently I have been faced with the needing to think about what I would do if I was no longer able to have my housing voucher. I took action and started to try and make a contingency plan by looking for any apartments that would be affordable under my budget. It is clear that there were very few even one bedroom that would be feasible for me to rent.

I am saddened by our housing situation because this keeps people that are working hard to afford living off housing vouchers, keeps people in low-income housing longer than they need to be, and reduces access to low-income housing for those that need it. The longer that people stay in situations that don't provide opportunities for growth and development and to practice financial and housing autonomy the less likely they will be able to move out of poverty. This is why I am in favor of you voting to support more affordable housing that allows for financial mobility.

Best

Aleksandra Goncharov

70 Village Way, Brookline MA

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**Written comment on WA 41**

Mitul Bhat <mitul.b@gmail.com>

Mon 10/31/2022 7:07 AM

To: Devon Fields <dfields@brooklinema.gov>

Dear Select Board:

I strongly urge you to vote this week to support FAVORABLE ACTION (YES) on Warrant Article 41, a resolution which proposes that the HAB establish a Study Committee for an Affordable Housing Overlay District in Brookline.

We desperately need more housing serving different income levels, especially low and moderate income households, and there are many areas in Brookline that could support additional multifamily housing. In addition, more housing in transit-friendly, walkable neighborhoods like North Brookline will help us achieve critical climate goals. And, this type of approach has already been considered in Cambridge, Somerville, and elsewhere.

Thank you for your anticipated support.

Very truly yours,

Mitul Bhat  
591 Washington St, Brookline, MA

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